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THE UNIVERSITY OF OKLAHOMA BOARD OF REGENTS  
January 27, 2004**

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**MINUTES OF A REGULAR MEETING  
THE UNIVERSITY OF OKLAHOMA BOARD OF REGENTS  
January 27, 2004**

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 Dick Bell Courtroom of the College of Law on The University of Oklahoma campus in Norman, Oklahoma, on Tuesday, January 27, 2004 at 9:47 a.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; Ken Levit, President of OU-Tulsa; Provosts Joseph Ferretti and Nancy L. Mergler; Vice Presidents Dewayne Andrews, Catherine Bishop, Nicholas Hathaway, David Maloney, Kenneth Rowe, Clarke Stroud, and T. H. Lee Williams; Brad Avery, Director of Internal Auditing; Joseph Harroz, Jr., General Counsel, 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 Don Sullivan, Interim Provost.

Attending the meeting from Rogers State University were Dr. Joe A. Wiley, President of the University, and Vice President Tom Volturo.

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 9:30 a.m. on January 23, both as required by 25 O.S. 1981, Section 301-314.

## **CAMERON UNIVERSITY**

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

President Ross announced that the University's commencement speaker on May 8 will be Linda Wertheimer, Senior National Correspondent for National Public Radio. She has been with NPR for over thirty years and has experience covering every major congressional story including Watergate, presidential and other congressional elections and the Iran-Contra affair. She has been recognized as one of the top fifty journalists in Washington DC by *Washingtonian* magazine and one of America's top 200 most influential women by *Vanity Fair*. The President also announced that Cameron is one of four Oklahoma universities awarded a grant from the United States Agency for International Development to improve Iraq's higher education system. Cameron will be joining Langston University, The University of Oklahoma and Oklahoma State University to partner with three Iraqi universities. Cameron will receive \$80,000 in the first year and a total of \$250,000 over a three-year period. Cameron's multimedia design and business departments will offer expertise in the areas of instructional technology and business affairs. Dr. Ross stated that one of the great features of being on a university campus and an aspect that really enriches the collegiate experience is the presence of international students, and she was pleased to report that the

spring enrollment of international students is the largest number in the University's history. Two hundred sixteen students representing 45 countries are present on campus and about 35 of those students joined the President and her family for Christmas dinner. President Ross also commented on the University's Martin Luther King Day celebrations. Forty percent of Cameron's students claim ethnic or racial heritage and twenty percent of students are black. The memory of Dr. King was honored with a panel discussion that featured Dr. Sarah Janda, assistant professor of history, Muslim cleric Imam F. B. Rasheed, and Dr. Scott Ellsworth, nationally acclaimed author of *Death in a Promised Land*. That evening the University and the Campus Ministry co-hosted a memorial banquet honoring Dr. King. Finally, Dr. Ross said that the new food court operation began January 26. When the Regents were on Campus in June they were shown plan to update the Student Union including some painting and lighting in the game room, reading room and commons area. The second phase of that has been the food court. Vice President Pinkston walked the Regents through diagrams of the updated food court area and discussed the renovations that took place. President Ross expressed her appreciation to Vice President Pinkston for his leadership position on the renovations at the Student Union and concluded her report.

## **REGENTS' POLICY MANUAL**

Revisions to the Policy Manual are attached hereto as Exhibit A.

President Ross recommended the Board of Regents approve the Policy Manual sections submitted with this agenda.

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.

## **SUBSTANTIVE PROGRAM CHANGE**

The Oklahoma State Regents for Higher Education require that all substantive changes in degree programs be presented to the institution's governing board for approval prior to being forwarded to the State Regents for consideration. The change in academic programs presented below has been approved by the appropriate faculty, academic units and deans, the Cameron University Teacher Education Council, the Graduate Council, the Provost and the President. The change is being submitted to the Board of Regents for approval prior to submission to the State Regents.

Cameron University is a multi-purpose institution whose mission is to offer appropriate educational programs to persons in its service area which includes eleven counties of Southwest Oklahoma. Cameron offers associate, baccalaureate and master's degree programs.

In pursuit of its mission, the University has established three primary areas of commitment and service: education for effective living; education for specialized fields of endeavor including teacher education programs and graduate degree programs; and education through community service. The proposed program directly addresses the second and third areas of commitment and service. Not only does the program provide training for specialized fields of endeavor in teacher education, it also provides an important service to the community by

addressing the evolving needs of the State with respect to education. The proposed program will be the only one within the service area of Cameron University (a region with 65 school districts and 214 schools) and will be the only multidisciplinary educational leadership program of its kind in the State to combine course work in educational leadership and administration with course work offered through a School of Business in the areas of public finance and accounting, resource management, and the legal and ethical aspects of school administration.

Program: Master of Science (M.S.) in Educational Leadership.

Proposed Change: Program addition.

Comments: The proposed program is central to Cameron's mission. Combining the expertise of faculty from Cameron's Schools of Education and Behavioral Sciences and of Business, the program will prepare students for careers in PK-12 educational leadership as principals, superintendents and curriculum directors and supervisors. Program graduates will develop leadership skills; an understanding of and adherence to legal requirements, ethical standards and professional obligations related to school administration; strategies for dealing effectively with geographically, ethnically and economically diverse populations; techniques for the assessment and supervision of personnel; techniques for the assessment and supervision of programs; and an understanding of and proficiency in financial and resource management. The need for this program is well documented through information gained from potential students; through enrollments in related teacher education programs at Cameron; and through current labor market analysis and future manpower projections. The proposed program will be implemented under the direction of the individual selected from a national search to fill the recently approved McCasland Endowed Chair in Educational Leadership.

President Ross recommended the Board of Regents approve the proposed change in Cameron University academic programs.

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.

#### **MODIFICATION IN THE COOPERATIVE AGREEMENT WITH GREAT PLAINS TECHNOLOGY CENTER**

In September 2003, the Board of Regents approved a Cooperative Agreement in Criminal Justice between Cameron University and the Great Plains Technology Center. This agreement allowed students to earn up to six university credits in specified courses offered through Cameron's Department of Criminal Justice and Sociology for completion of four phases of intensive security guard training totaling 152 clock hours of instruction. All instruction for the security guard program is being provided by instructors from Great Plains with the approval and under the supervision of Cameron faculty in accordance with policies and procedures detailed in the agreement. The original approved agreement called for students to be regularly enrolled Cameron students and to pay Cameron tuition and fees. Upon further review of the document, representatives of both institutions agreed to changes in the financial arrangements considered more beneficial and equitable to the students. The changes call for the students to pay tuition and fees established by the Great Plains Technology Center and, in addition, to pay a modest administrative processing and transcribing fee (\$7.00 per credit hour) for the Cameron credit. This approach is in line with that used in similarly structured cooperative agreements statewide.

The recommended changes are primarily limited to Section 7-Financial Arrangements, Section 8-Student Tuition and Other Charges and the affected sections of the actual agreement (Page 3). A draft of the modified agreement and program was provided at the meeting and is included here as Exhibit B.

President Ross recommended the Board of Regents approve revisions in the previously approved Cooperative Agreement in Criminal Justice between Cameron University and the Great Plains Technology 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.

### **ACADEMIC CALENDAR 2004-2005**

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

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

### **CAMPUS MASTER PLAN**

The Campus Master Plan has been reviewed to determine the appropriateness and feasibility of planned projects as they relate to recently established goals and objectives identified in the *Cameron University-Plan 2008 Preparing for Cameron University's Second Century*. Additionally, in December 2003, the Oklahoma State Regents for Higher Education requested each university identify five proposed capital projects for inclusion in a possible Capital Bond program to be considered by the Second Session of the 49<sup>th</sup> Legislature. Cameron University identified and submitted five projects. As a result of both the *Plan 2008* review and the recent projects submitted to the State Regents, a number of projects should be deleted, revised or added to the Campus Master Plan.

#### **1. RENOVATION AND EXPANSION OR REPLACEMENT OF THE BUSINESS BUILDING – Revise Project 100-0079**

The School of Business is one of the University's most rapidly expanding educational programs and academic divisions. It is housed in a 30,000 square foot, three-story structure constructed in 1964 as a women's dormitory. With the 1969 completion of the Shepler Center twin tower, ten-story dormitory, the present Business Building, then known as Smith Hall, was vacated and subsequently leased to the Federal Aviation Administration for use as office space in conjunction with its local training facility. The building was regained by the University for academic use in 1985.

During the FAA occupation, the original heating, cooling and air handling systems were replaced with individual fan coil units, eliminating the induction of outside fresh air into the building. Heating is provided by a boiler system that is part of the 1964 construction. The

facility does not have an elevator. Additionally, the building is inefficiently designed in an "L" shape which inhibits foot traffic and requires passing through a classroom in the middle or end of each floor to reach the stairwells. Other problems with the existing structure consist of asbestos pipe wrapping and floor covering and no fire sprinkler system.

Cameron's Campus Master Plan includes an item recommending refurbishing and expanding the Business Building at an anticipated cost of \$3,500,000. This revision, which replaces the previous version, recommends the renovation and expansion or construction of an approximately 48,000 square foot building with classrooms, laboratories, lecture halls and research and faculty offices. At a cost of \$150 per square foot, probable cost is \$7,200,000 to include furniture, fixtures, equipment and technology infrastructure. The elevated cost of this building over the baseline cost of \$125 per square foot reflects a total furniture, fixture, equipment and technology package for this facility that is greater than normal construction and equipage costs.

## 2. CONSTRUCTION OF A NEW LIBRARY - Addition

The original Cameron University Library, constructed in 1964, consisted of 27,150 square feet. In 1982, 18,476 square feet were added, resulting in the current facility size of 42,626 square feet. The library is now inadequate in space and function, as the University has continued to grow to double in size, added bachelor and masters degrees, and has been made available to the community as a major resource. There is a strong need for additional space for student computer access, computer support areas, acquisitions and classroom/study/meeting spaces.

An incentive to construct a new library is the plan to renovate the current library facility for a Student Union. The present Student Union was constructed in 1962. Although minor renovations have taken place, the facility is undersized and does not meet ADA, EPA or life safety codes.

The new library project will consist of 60,000 square feet of new construction at an approximate cost of \$150 per square foot for a total probable cost of \$9,000,000. The elevated cost of this building over the baseline planning cost of \$125 per square foot reflects a total furniture, fixture, equipment and technology package for this facility that is greater than normal construction and equipage costs.

## 3. NEW PHYSICAL FACILITIES COMPLEX – Revise Project 100-0084

The current Physical Facilities operations are housed in five different structures constructed in the 1940's and located in the central west portion of main campus. The main structures were built and served as a dairy barn and creamery until the late 1960's, then they were converted to shop and office space. Other structures are typical of metal farm buildings. Most of the facilities do not have restrooms or air conditioning.

The need for an updated complex has been recognized for some time, as evidenced by a \$300,000 item currently on the master plan for removal and cleanup of the physical facility barns, in conjunction with the construction of a maintenance facility and warehouse. The need is now more critical. Relocation and construction of new physical plant facilities would eliminate the current visual appearance and make available land central to the Campus for academic purposes. Probable cost to raze existing facilities and construct new structures is \$3,000,000.



#### 4. HEATING/AIR CONDITIONING FOR SCIENCES COMPLEX – Addition

In 1995, a 99,000 square foot Sciences Complex was constructed. During the initial design phase of the facility a smaller building was envisioned, and its mechanical system was computed and designed for a load of 250 tons of air conditioning. As the design progressed, the facility grew in size. However, the increased heat and air requirements were not considered. Escalating costs due to a larger building resulted in a decision to eliminate the HVAC system from the plans and to provide the Sciences Complex with heat, air conditioning, and steam from Shepler Center. At that time, the Shepler system was being used for support of the 55,000 square foot Fitness Center as well as the Shepler Complex.

Total load calculations were borderline when this decision was made, but an overriding consideration was the total construction budget for the Sciences Complex. The decision was made to use the Shepler Center plant system and address any future problems as they occurred. Elimination of the load and efficiency problems associated with the Sciences Complex being supported by the Shepler Center plant will require construction of a separate plant for the Sciences Complex. Probable cost of this construction project is \$2,500,000.

#### 5. HEATING/AIR CONDITIONING FOR SHEPLER CENTER AND FITNESS CENTER – Addition

In 1990, a 55,000 square foot Fitness Center was constructed. This facility was tapped onto the plant equipment supplying the Shepler Center. The use of the Shepler plant system for the added Fitness Center and the Sciences Complex has resulted in the equipment running full time, thereby preventing performance of annual service and maintenance recommended by the manufacturer. The equipment has a projected life span of 15-20 years. It was installed late in 1989 and is now 14 years old. The operation of the units around the clock without required maintenance has shortened their life span and has decreased unit performance to approximately 75% of rated capacity. Additionally, it is common for the unit to shut down resulting in the buildings being without appropriate air during maintenance. Removing the load generated by the Sciences Complex on the Shepler Center plant will improve current efficiency problems. However, since the existing equipment is operating at 75% efficiency, the two 600-ton chillers require replacement. Probable cost of this project is \$1,500,000.

#### 6. CAMPUS ACCESSIBILITY – Revise Project 100-0071

The Campus is lacking in ADA capability in the areas of parking, building access, elevators, classroom furniture and fixtures and restrooms. A project to realign parking, install new assisted building entry doors, remodel restrooms, and purchase classroom furniture and fixtures is needed to eliminate all external barriers and is currently listed on the Master Plan. Due to work already accomplished, in progress, or no longer necessary because of building removal, the anticipated cost of this item is reduced from \$4,066,698 to \$2,000,000. This project will continue to be accomplished on a building-by-building basis.

#### 7. PARKING LOTS AND ACCESS ROADS - Addition

Cameron is in the process of interviewing and selecting an architect to update the Campus Master Plan. It is anticipated that the recommendations from this review will affect Campus layout in terms of current and future construction projects, which in turn will impact pedestrian and vehicle traffic. Cost to relocate and/or construct new parking and roadways is estimated at \$2,000,000.

The current Master Plan lists ten parking lot renovation, and roadway construction and repair projects totaling approximately \$2.5 million. Approval of the proposed item may result in revising or deleting some of those projects.

8. BUILDING APPEARANCE – Addition

Most of the existing buildings on Campus are nondescript in external appearance and do not portray a collegiate look. All the buildings have flat roofs and exterior elevations that give the appearance of commercial design. A project to alleviate this nondescript external building appearance will be accomplished on a building-by-building basis determined by their location and current architectural facade at a projected cost of \$3,000,000.

9. CONSTRUCTION OF A STUDENT ATHLETIC FACILITY - Addition

Constructed in 1957, the current gymnasium facility is a 31,500 square foot, steel frame, barrel roof structure. It has raised floors resting on concrete piers with a 3-4 foot void beneath the floor. The facility is not air conditioned and has limited heating from a boiler system using small ceiling-mounted fan units and floor-mounted radiators. Lighting over the playing floor and throughout the facility is inadequate. Spectator seating is limited and has no accommodation for ADA seating. Because of minimal office space, the coaching and training staff is located in separate offices on the south edge of Campus. The facility's location provides limited proximity parking for spectators and event staff and has no access for buses of visiting teams.

A new center of approximately 60,000 square feet will house the University's intercollegiate volleyball and basketball programs, an "all sports" weight and training facility, offices and dressing rooms for varsity and visiting teams, team meeting rooms, the Health and Physical Education Department, and associated academic classrooms and laboratories. Additionally, discussions are currently underway to provide a medical clinic for all students, which would be housed in this facility.

Probable cost of construction is \$7,500,000 based on a per foot cost of \$125.

10. RENOVATION AND EXPANSION OR REPLACEMENT OF NANCE-BOYER CLASSROOM BUILDING – Addition

Nance-Boyer Hall is a 60,000 square foot facility originally built in 1930. Since that time the facility has undergone two additions and numerous renovations. This building is the primary general education facility of the University, housing a large percentage of classrooms and faculty offices.

The building's current design and configuration restrict functionality and present a poor impression of the University. Further, the facility does not meet mandates of the ADA, EPA, or life safety codes.

Probable cost to renovate the existing building and to construct an additional 40,000 square feet or to construct a complete new facility is \$12,500,000 based on a construction cost of \$125 per square foot. The determination to renovate or replace this facility will be based on architectural analytical studies.

11. BUSINESS BUILDING HOTWATER VALVE – Delete Project 100-0067

Renovation of the Business Building as outlined in Item 1 would make the valve replacement unnecessary. This item was listed on the Master Plan at an anticipated cost of \$65,000.

**12. GYMNASIUM ENVIRONMENTAL SYSTEM – Delete Project 100-0073**

The Campus Master Plan currently includes the installation of air conditioning and an improved heating system for the gymnasium building. A new Student Athletic Facility (Item No. 9 above) would make this improvement unnecessary. This item was listed at an anticipated cost of \$1,000,000, and should be deleted.

Each of these projects provides a significant improvement of function and form and is critical to the advancement of Cameron University. Collectively, their implementation will significantly revitalize the University and better serve students in Southwest Oklahoma.

Total cost of all project additions and revisions is \$50,200,000. Total amount of deleted items is \$8,931,698.

President Ross recommended the Board of Regents approve the changes listed below to the Cameron University Campus Master Plan dated June 10, 2003. These changes represent deletions or revisions of projects currently listed on the plan and the addition of new projects.

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.

**PERFORMANCE CONTRACTING (ENERGY SAVINGS PROGRAM)**

Services sought will provide Cameron University with a comprehensive program to reduce costs and upgrade facilities including: (a) performing energy audits, (b) developing and installing energy-efficient equipment and systems, (c) training existing personnel in the operations and maintenance of installed systems, (d) training on energy education and awareness, (e) monitoring energy costs and systems, and (f) funding the project costs through energy and operating cost reductions achieved through this program.

Cameron University proposes to address all gas, electric and water/wastewater utility uses in all of its facilities for this conservation program. Additionally, Cameron University intends to upgrade outdated and obsolete building equipment and perform operational improvements through the program.

Cameron University is seeking a reduction in annual utility and operational costs through the implementation of the proposed energy conservation program. As a result of this process, the contractor must be able to provide for the monitoring and verification of energy savings. The contractor will further provide a guaranteed energy savings bond covering utility and operational savings to be achieved during the term of the contract.

President Ross recommended the Board of Regents approve the solicitation of proposals for a campus-wide energy audit of all facilities of Cameron University. The scope of services sought will include identification of specific items for cost savings through installation of energy-efficient equipment and systems. It is contemplated that the scope of the proposals will include a lease/purchase or other financing arrangements whereby the costs of equipment and services provided will be recovered from utility cost and operational savings.

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.

## **REPLACEMENT OF BOILER IN SHEPLER CENTER**

On December 15, 2003, a 600 HPA Kewanee hot water and steam boiler located in Shepler Center developed a water leak. During inspection of the leak, a stress crack was discovered and temporarily repaired on December 17, 2003. Repair of the boiler resulted in the loss of hot water for three days in the residence hall.

This defect condition, as described by the National Board Inspection Code, requires immediate replacement of the effected area, or specific approval for repairs by the Oklahoma Department of Labor. However, the Oklahoma Department of Labor advises that repairs of this type are prohibited by the Oklahoma Boiler and Pressure Vehicle Safety Act. In addition, the unit is a 1967 model, the manufacturer is no longer in business, and replacement parts are not available.

On December 24, 2003, the Safety Standards Division of the Oklahoma Department of Labor granted written approval to weld the crack and issued an emergency operating permit with the stipulation that:

1. The boiler must be operated at the lowest pressure necessary to adequately heat the building.
2. The condition of the boiler must be "sight" checked at least once each day. If the operation of the boiler is found to be unsatisfactory (excessive water usage, water leakage, erratic water level, steam leakage, etc.) the boiler is to be immediately secured.
3. The boiler must be taken out of service as soon as a replacement boiler or other heating system can be installed.
4. A report of actions taken to replace the boiler must be provided no later than January 31, 2004.

Expediting the procurement process is essential to minimize the risk of catastrophic failure, thus forcing the relocation of residence hall students. Consistent with Board policy, President Ross, in consultation with the Chief Legal Counsel, declared a demonstrable emergency, which allowed University officials to immediately make arrangements to purchase the required equipment for installation. Boiler availability is ten weeks after purchase order with approximately one week installation time. Estimated cost is \$140,000 to be paid from Section 13 and Student Facility Fees. Ratification for boiler replacement is requested in an amount not to exceed \$175,000, and is to be paid from Section 13 and Student Facility Fees.

President Ross recommended the Board of Regents ratify the emergency purchase and installation of a boiler for Shepler 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.

## **EMERGENCY OPERATIONS PLAN**

Pursuant to the authority contained in the Oklahoma Emergency Management Act of 2003, O.S. 63, Section 683 through 683.24, the head of each designated department and agency shall take the necessary actions to implement the Emergency Operations Plan by developing written internal procedures that detail support required by the plan, and shall be prepared to put the plan into action.

Emergency planning and response will be an evolutionary process adapting to the nature of the emergency at hand. The intent of the Emergency Plan is to define basic procedures as a guideline for response personnel. The University hopes to minimize the impacts of emergencies and to maximize the effectiveness of the Campus community through increased coordination and preparedness. When responding to and recovering from major emergencies and catastrophic occurrences, this plan will provide an organizational structure for the continuity of Campus operations in pursuit of the University's academic mission.

Response to and recovery from emergencies will be conducted within the framework of the Cameron University Emergency Action Plan. The plan is designed to provide effective coordination of University and community resources to protect life, preserve property and stabilize incidents. The plan lays the foundation for the University's response to emergencies, to include: extreme weather conditions, fires, hazardous materials incidents, large scale events, and protest actions.

As required by the statutes, institutions of higher education shall make annual reports to the Board of Regents detailing the status of emergency preparedness.

The Cameron University Emergency Action Plan was available as a supplement to this agenda item.

This report was presented for information and discussion. No action was required.

## **HIRING CONSTRUCTION MANAGER FOR LIVING/LEARNING CENTER**

At the October 27, 2003 meeting, the Board of Regents approved proceeding with the Student Living/Learning Center by authorizing President Ross to execute an agreement with Architects in Partnership for design services consisting of a feasibility study including conceptual drawings, virtual representations and estimated project construction costs. Initial design service is in process.

Approval was also granted to proceed with full-scale architectural services including schematic design, design development, and construction documents, contingent upon availability of funds.

In preparation for the continued progress of the Student Living/Learning Center project, the University is requesting authorization to solicit proposals for an "at risk" construction manager to provide project contracting and oversight to include control of construction costs, schedules and quality control. Early screening and selection of a construction manager will allow for timely interface with the selected architectural and engineering firm during the final design and construction process. Cost for preconstruction services is not to exceed \$50,000, with the additional fee for services required throughout the construction process estimated at 4-6 percent of total construction costs. Funding will be taken from Student Facility Fees and Revenue Bond proceeds.

President Ross recommended the Board of Regents authorize the solicitation of proposals for construction management services for construction of the Living/Learning Center.

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.

## SELECTION OF ARCHITECTURAL/ENGINEERING SERVICES FOR DEVELOPING/UPDATING THE CAMPUS MASTER PLAN

At the September 2003 meeting, the Board of Regents authorized the selection of a consultant to update Cameron University's Campus Master Plan. Working with the University administration, the selected firm will review the 1982 plan and develop an updated version to better address the goals and objectives identified in Cameron University's recently adopted "*Plan 2008-Preparing for Cameron University's Second Century.*" Additionally, the firm will:

- Analyze current and planned building utilization
- Review the adequacy and location of current and planned utility infrastructure
- Evaluate Cameron University's compliance with the Americans with Disabilities Act
- Review existing parking and vehicular and pedestrian circulation patterns
- Develop landscape, streetscape and exterior lighting plans
- Provide a comprehensive visual and written report

Funding for master planning services will come from existing New College funds and is not to exceed \$45,000.

Following Board policy, the selection process is now complete. Eleven architects responded to the request for submission of credentials. Their submissions were screened according to Board policy, and three 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., Oklahoma City
2. Meyer Architects, Oklahoma City
3. J.W. McSorley Architect, P.C., Tulsa

The interview committee was composed of the following University personnel:

Mr. Glen Pinkston, Vice President for Business and Finance, Chair  
 Dr. Richard Lee, Provost  
 Dr. Don Sullivan, Provost Emeritus  
 Dr. John Morris, Professor and Faculty Senate Chair  
 Mrs. Samantha Thomas, Vice President for Student Services  
 Mr. Harold Robinson, Director, Physical Facilities  
 Mr. David Wolf, Vice President for Development  
 Ms. Kay Morris, President, Student Government Association

### CAMPUS MASTER PLAN PROJECT CONSULTANT SELECTION EVALUATION SUMMARY

	<u>LWPB</u>	<u>Meyer</u>	<u>McSorley</u>	<u>Total Possible Points</u>
Team Proposed for the Project	71	71	68	80
Proposed Management Plan	75	73	68	80
Previous Experience of the Team	162	157	147	170
Location of Offices	47	47	44	50
Project Control	76	71	68	80
Proposed Design Approach	137	139	133	150

Experience, Capabilities, and Related Matters	146	145	145	160
Recent Similar Projects	141	137	133	150
Design Awards	71	71	68	80
Total Points	926	911	874	1000

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 services required for developing/updating Cameron University's Campus Master Plan;
- 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 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.

## **ADMINISTRATIVE PERSONNEL ACTIONS**

### **RESIGNATION:**

Lee, Richard C., Ph.D., Provost and Professor of Education, January 9, 2004.

### **APPOINTMENT:**

Sullivan, B. Don, Ph.D., Acting Provost, effective January 1, 2004 through July 31, 2004 at \$10,000 per month..

President Ross recommended approval of the administrative personnel actions listed above.

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.

## **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.

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

President Wiley reported that, while final numbers aren't in, this will be the University's eleventh consecutive semester of significant enrollment increases. It appears that enrollment this spring will be approximately eight percent over last spring. The annual Harrington Lecture is scheduled for February 12 and the speaker this year is Paula Marshall Chapman, CEO of Bama Companies in Tulsa. April 13 Wilma Mankiller, former Chief of the Cherokee Nation, will present the Maurice Meyer Distinguished Endowed Lecture. The first meeting of the RSU Board of Visitors is scheduled for January 28. This is a group of approximately ten individuals who are opinion shapers and leaders in their communities. They all have a relationship with Rogers State or they have an interest in the growth of RSU as it impacts the economy of northeastern Oklahoma. The Board of Visitors will meet twice a year, be presented with the issues and challenges facing RSU and have the opportunity to provide input into how the University can move forward. Dr. Wiley also reported on RSU's collaborations with other institutions. He and Ken Levit, President of OU-Tulsa, have met looking for ways the two institutions can work together; one of those involves President Levit taping his new television show that will air on KRSU television. KRSU is carried on seventy-six cable systems and reaches one and half million viewers in four states. The President also used the opportunity to brag on RSU's broadcasting students. Recently over twenty colleges and universities sent over two hundred entries to the Oklahoma Broadcasting Competition and three of RSU's submissions were successful: a first in radio promotion, second in television public service announcements and third place in radio entertainment. Lastly, the University's radio station, KRSC 91.3 FM, has recently signed an agreement with the Oklahoma Jazz Hall of Fame to host a three-hour jazz program every Saturday afternoon.

**REGENTS' POLICY MANUAL**

Revisions to the Policy Manual are attached hereto as Exhibit A.

President Wiley recommended the Board of Regents approve the Policy Manual submitted with this agenda.

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.

**ANNOUNCEMENT OF CAPITAL CAMPAIGN FOR RSU'S EQUESTRIAN FACILITY**

President Wiley presented the Board with information announcing a capital campaign for RSU's equestrian facility. The University is seeking \$1 million for construction and \$1 million for a permanent endowment to support the facility, which would house the Bit By Bit Therapeutic Horseback Riding Program and the RSU Rodeo Club. Currently, the University has \$250,000 towards the construction goal and \$50,000 towards the endowment. This report was presented for information and discussion. No action was required.



## **NAMING OF STREETS**

With the construction of new facilities on the Claremore campus, new streets have been planned, one street closed, and one road constructed. These changes were incorporated into the Campus Master Plan designed by the architect, approved by the President and approved by the Board of Regents for Rogers State University.

The University is currently upgrading signage on the Campus. This project has included signage for buildings, identification of parking lots, handicap parking, pedestrian crosswalks and other traffic control signs.

The University's next phase is to add street signs. This phase will aid in emergency situations such as fire, police and ambulance responses to the Campus. Street signs will enhance the image of the Campus and will aid students and visitors attending the University and locating facilities on Campus.

The new street names proposed by the President embrace the history, the transitions, and reflect the future of the institution. For example, Colonel Horne was the last President of the Oklahoma Military Academy, thus Colonel Horne Drive; Dr. Richard Mosier was the last President of the Junior College, thus naming a street Mosier Lane; Soldier Field Road next to the football field, reflecting past athletics; and University Drive reflecting the current status of the institution meeting its current mission.

A map of the Campus showing the new street names is attached hereto as Exhibit D.

President Wiley recommended the Board of Regents approve the naming of the following streets: Colonel Horne Drive, Mosier Lane, Soldier Field Road, and University Drive on the Rogers State University campus in Claremore.

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.

## **AUTHORITY TO INITIATE SELECTION PROCESS FOR RENOVATION OF ROGERS STATE UNIVERSITY TELECOMMUNICATIONS ROOM**

In an effort to continue Campus renovations and upgrades to the University's computer room and telecommunications facilities, the University desires to obtain the services of a firm that specializes in this area of expertise. It is the University's intent to select a firm to provide construction management services to ensure the renovations are done in such a manner to provide proper security, backup utilities such as proper air temperature control and generators, and to adhere to industry standards for computers and telecommunications.

The firm will provide services as a design build consultant to remodel existing space in Preparatory Hall for a new telecommunications room. The current computer room is limited in space, does not adhere to proper industry standards, and does not meet the needs of an expanding university.

To facilitate the process, the institution believes it would be helpful to start the process of selection of a firm. After the selection process is complete, the President will bring the recommendation of the architect selection to the Board for approval.

President Wiley recommended the Board of Regents authorize the President to initiate the process of selection of an architect/contractor to perform construction management services for design build of Rogers State University Telecommunications Room.

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.

## **ROGERS STATE UNIVERSITY EMERGENCY OPERATIONS PLAN**

Pursuant to the authority contained in the Oklahoma Emergency Management Act of 2003, O.S. 63, Section 683 through 683.24, the head of each designated department and agency shall take the necessary actions to implement the Emergency Operations Plan by developing written internal procedures that detail support required by the Plan, and shall be prepared to put the Plan into action.

Emergency planning and response will be an evolutionary process adapting to the nature of the emergency at hand. The intent of the Emergency Plan is to define basic procedures as a guideline for response personnel. The University hopes to minimize the impacts of emergencies and to maximize the effectiveness of the Campus community through increased coordination and preparedness. When responding to and recovering from major emergencies and catastrophic occurrences, this Plan will provide an organizational structure for the continuity of Campus operations in pursuit of the University's academic mission.

Response to and recovery from emergencies will be conducted within the framework of the Rogers State University Emergency Operations Plan. The Plan is designed to provide effective coordination of University and community resources to protect life, preserve property and stabilize incidents. The Plan lays the foundation for the University's response to emergencies, to include: prolonged power outages, extreme weather conditions, fires, hazardous materials incidents, large scale events, and protest actions.

As required by the statutes, institutions of higher education shall make annual reports to the Board of Regents detailing the status of emergency preparedness.

A copy of the plan is attached hereto as Exhibit E.

This report was presented for information and discussion. No action was required.

## **ACADEMIC PERSONNEL ACTIONS**

### **RESIGNATION:**

Allen, Mark, Assistant Professor, Department of Mathematics and Science, December 31, 2003.

### **RETIREMENT:**

Henzel, Joyce, Assistant Professor, Department of Applied Technology, December 31, 2003.

President Wiley recommended the Board of Regents approve the faculty personnel actions 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.

## **THE UNIVERSITY OF OKLAHOMA**

### **FUNDING FOR ENDOWED POSITION - HSC**

In 2002, the Institute for the Advancement of Community Pharmacy and the National Association of Chain Drug Stores Foundation (formerly the NACDS Education Foundation) both committed to support the development and implementation of the doctor of pharmacy degree program at the Schusterman Campus. Private donations from these two entities in the amount of \$500,000 have been received to date to establish an endowed chair that will best serve the long term needs of the Pharmacy profession. These funds were deposited into OUHSC investment accounts.

The College of Pharmacy requests authorization to transfer this \$500,000 of private donor funds to the Regents' Fund, which will support the establishment of an endowed chair for a senior faculty member at the Schusterman Campus.

President Boren recommended the Board of Regents authorize the transfer of \$500,000 in private donor funds to the Regents' Fund for the College of Pharmacy.

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.

### **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 – Oklahoma Health Care Authority (OHCA)

The purpose of this agreement is to investigate the implementation and use of a voucher system for health insurance purchases, under a Medicaid expansion, utilizing a sliding scale purchase approach. A specific model for accomplishing this will be studied. OUHSC has the needed academic infrastructure to successfully complete this service. Agreement received from OHCA November 11, 2003, signed and returned to OHCA for signature on November 12, 2003. Waiting on fully executed copy to be returned.

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

New –	Oklahoma Health Care Authority (OHCA)	\$213,000
	College of Medicine/Department of Family and Preventive Medicine	
	Term of Agreement: 12/01/2003 to 11/30/2004	
	Provide Service for Implementation and Use of a Voucher System	

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.

### **UTILITY SYSTEM REVENUE BONDS - HSC**

At the December 2003 meeting, The University of Oklahoma Board of Regents authorized the University Administration to propose a Concurrent Resolution to the Oklahoma Legislature allowing for the issuance of revenue bonds to construct, renovate, remodel, expand and equip the Steam and Chilled Water Plant on the campus of The University of Oklahoma Health Sciences Center, Oklahoma City.

The project that gave rise to this Concurrent Resolution is now nearing the point at which bond proceeds will be needed to supplement project cash flows.

In cooperation with the State Bond Adviser, the University's administration will proceed to secure Bond Counsel and Financial Advisor services in support of the issuance of the debt anticipated by the above actions.

Preparation of the disclosure statement will be coordinated by the Financial Advisor with direction and input from the University's administration, Bond Counsel, and the State Bond Advisor (i.e. the financing team). The disclosure statement will be submitted to the appropriate oversight organizations for review, approval and rating, and will be used by the financing team to determine an appropriate plan of financing the projects. Due to the complexity of issuing debt, the plan of financing may recommend that an underwriter be selected to ensure a favorable negotiated, as opposed to competitive, marketing and sales effort.

The project is expected to generate sufficient long-term cash flows to fund required debt service in parity with the existing debt. In conjunction with the appointment of a Bond Counsel and Financial Advisor, the University's administration recommends it be authorized to determine an appropriate plan of financing the projects and prepare and distribute the documents necessary to disclose material information on the purpose of the debt and how it will be repaid. The resulting plan of financing will be reported to the Board of Regents at the earliest possible meeting.

In relation to the plan of financing, the final Bond Resolution will include a covenant for the Board of Regents to fix, establish, maintain and collect such rates, fees and charges for the use and services of the facilities as, in the judgment of the Board, will provide revenues sufficient to:

- (1) Pay the reasonable cost of operating and maintaining the facility;
- (2) Pay principal of and interest on the Bonds;
- (3) Maintain any reserve requirements for the Reserve Account securing any bonds payable from the Revenues of the facility.

President Boren recommended the Board of Regents:

- I. Authorize and approve the issuance and sale of its Board of Regents of The University of Oklahoma Health Sciences Center Revenue Bonds or other evidences of indebtedness (the "Bonds") in an approximate amount of \$9,720,000, sufficient to fund the steam and chilled water plant, capitalized interest, required reserves, and normal costs of issuance, and ratify all action taken regarding the competitive or negotiated sale of the Bonds;
- II. Authorize and adopt the Resolution authorizing the sale and issuance of the Bonds, and authorize the form of the financing documents related thereto, including, but not limited to, a Trust Agreement, Notice of Sale and Official Statement;
- III. Approve and authorize the award of the sale of the Bonds at competitive or negotiated sale, based upon final determination of the financing team and as determined to be in the best financial interest of The University of Oklahoma Health Sciences Center, and authorize the Vice President for Administrative Affairs and the Associate Vice President for Administrative Affairs and Controller of The University of Oklahoma Health Sciences Center to do all things necessary to consummate the transaction contemplated herein;
- IV. Authorize the Chairman, Vice-Chairman and Executive Secretary of the Board of Regents of The University of Oklahoma to execute and deliver all necessary financing documents and related closing documents required by Bond Counsel;
- V. Authorize the officers of The University of Oklahoma Health Sciences Center to execute any closing documents required by Bond Counsel and to take any further action required to consummate the transaction contemplated herein; and,
- VI. Recognize and acknowledge that the University may fund certain costs of the above project prior to receipt of Bond proceeds from its other operating funds and, to the extent the University utilizes its other operating funds for said purposes, it is intended that proceeds of the Bonds will be utilized to reimburse the University.

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.

#### **CONSULTING SERVICES FOR PROFESSIONAL LIABILITY INSURANCE - HSC**

Each year the University must acquire professional liability insurance, mainly medical malpractice insurance, for the College of Medicine M.D.s, D.O.s, residents, P.A.s, R.N.s, L.P.N.s, medical students, midwives, physicists, and locum tenens. To administer this effort effectively and efficiently, the University requires professional services from an outside firm to assist in certifying and processing all applications, marketing the University to potential carriers, conducting the competitive solicitation for coverage, evaluating solicitation responses, and monitoring carrier performance.

This contract replaces one approved by the Regents in January 2003. Due to market pressures and the University's concerns over rising costs, we have decided to utilize a different approach. Alternative models for obtaining coverage require different expertise. Currently we use an occurrence basis method. Other options include claims made basis or the implementation of a risk retention group program or other self-insured options. The University will elect an approach after working with the consultant to fully understand the impact of the various options.

In response to a competitive solicitation, three responses were received:

<u>Company</u>	<u>Location</u>
Chandler-Frates & Reitz	Tulsa
Capital Risk, LLC	Tulsa
Arthur J. Gallagher & Co.	Tulsa

An evaluation team comprising the following individuals graded the responses:

- James Crutcher, M.D., Associate Dean for Clinical Services, College of Medicine-Tulsa
- Jane Fitch, M.D., Co-Chair, Chairman, Department of Anesthesiology
- Robert Mannel, M.D., Chairman, Department of Obstetrics/Gynecology
- Jesus Medina, M.D., Chairman, Department of Otorhinolaryngology
- David Parke, M.D., Chair, Chairman, Department of Ophthalmology
- Dwight Reynolds, M.D., Section Chief, Department of Medicine-Cardiology
- Roger Sheldon, M.D., Professor, Department of Pediatrics
- Warren Churchill, Business Administrator, Department of Surgery
- Jonathan Joiner, Assistant Dean for Finance, College of Medicine-Tulsa
- Harrold McDermott, Business Administrator, Department of Pediatrics
- Michael Ferguson, Director of Finance, OU Physicians
- Brian Maddy, Chief Executive Officer, OU Physicians
- Jim White, Director of Strategic Business Development, OU Physicians
- Kathy Walker, Director of Administrative Support Services, Administrative Affairs  
(Independent Evaluator)
- Karen Hicks, Senior Buyer, Purchasing Department

The evaluation criteria were corporate resources/stability, Oklahoma operational capability, experience, service, pricing, and decision process and innovation.

The results of the evaluation were as follows:

	Corporate Resources /Stability	Oklahoma Operational Capability	Experience	Service	Pricing	Decision Process and Innovation	Total
Chandler-Frates & Reitz, Tulsa	78	94	69	58	130	61	490
Capital Risk, LLC, Tulsa	85	89	86	104	91	87	542
Arthur J. Gallagher & Co., Tulsa	113	83	111	87	96	105	595

The evaluation team determined that Arthur J. Gallagher & Co. represented best overall value to the University.

Funds are available from OU Physicians patient care revenues.

President Boren recommended the Board of Regents authorize the President or his designee to negotiate and award a contract for consulting services for professional liability insurance to Arthur J. Gallagher Co., of Tulsa, in an amount not to exceed \$300,000, for a period of one year beginning July 1, 2004, with option to renew 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.

**PURCHASE OF CAGE WASHING EQUIPMENT - HSC**

Two cage washers are required to wash animal cages and feeding equipment in the vivarium located in the Biomedical Sciences building. The vivarium houses various animals used for research. The two units will replace existing equipment that is approximately thirty years old and beyond economical repair. One unit washes large equipment that moves through the washer on a conveyer belt. The other unit is for smaller equipment that is loaded on a cart and placed in the washer.

In response to a competitive solicitation, three responses were received:

<u>Company</u>	<u>Location</u>
Northwestern Systems Corp.	Richmond, BC, Canada
Girton Manufacturing Co., Inc.	Millville, PA
Scientek Hospital & Laboratory Equipment	Richmond, BC, Canada

The evaluation committee comprised the following individuals:

- Gary White, D.V.M., Director Animal Resources
- Wilton Berry, Associate Campus Architect-HSC, Architectural and Engineering Services
- Jimmy Eubanks, General Accounting Manager, OU Physicians (independent evaluator)
- Pat Corley, Manager, Purchasing

The evaluation criteria were quality, availability, and price. Quality and availability from all bidders was considered acceptable. Therefore, the award recommendation is based on price.

The results of the evaluation were as follows:

<u>Supplier</u>	<u>Price</u>
Northwestern Systems Corp.	181,160
Girton Manufacturing Co., Inc.	210,750
Scientek Hospital & Laboratory Equipment	230,757

The evaluation team determined that Northwestern Systems Corp., the low bidder, represented best value to the University.

Funds are to be provided and are available from a National Institutes of Health grant and matching Provost funds.

President Boren recommended the Board of Regents authorize the President or his designee to award a contract for cage washers to Northwestern Systems Corp. of Richmond, BC, Canada, the low bidder, in the amount of \$181,160.

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 RESEARCH AND MEDICAL CLINIC AND CANCER CENTER, CONSTRUCTION MANAGEMENT SERVICES - HSC TULSA**

In January 2002 the Board of Regents ranked Rees Associates, Inc. highest among five consultant firms under consideration to assist OU-Tulsa in the development of a site master plan for the Schusterman Center and to provide professional design services for the Research and Medical Clinic and Cancer Center project. Site and project scope studies were undertaken, and in May 2003 the Board approved the project with a total budget of \$32,000,000. Major funding of \$30,000,000 for the project from bond proceeds has been approved by Tulsa voters. Additional funding of \$2,000,000 will include anticipated federal funds in the amount of \$850,000 and other funds to be raised by OU-Tulsa.

The clinic is important to the development of academic and clinical programs for the College of Medicine - Tulsa, and for the delivery of care to the College's patient populations in Tulsa and northeastern Oklahoma. The new facilities will consolidate and expand health education programs and medical and cancer care for the indigent, and develop health-related research programs. The project includes the construction of an approximately 110,000-gross-square-foot building, a 550-space parking structure, and the purchase of diagnostic and other equipment. The research and medical clinic will house patient care modules and space for clinical trials, radiology and clinical lab services, and clinic and building support spaces.

The project architects are currently verifying the design program for the project. As the actual design phase begins, it is the desire of the University administration to engage a construction manager to review the construction program along with the design phase and construction documents phase plans and specifications and to advise University staff and the project architects as to their constructability and affordability. The construction management firm will prepare construction cost estimates at appropriate intervals; prepare and monitor a master schedule for construction; perform value engineering necessary to reduce costs and meet the approved budget; provide a guaranteed maximum price proposal; prepare and solicit bids for the various construction components; and administer the construction contracts.

Approval to utilize an at-risk construction manager for the project was sought and received from the Department of Central Services. A request for qualifications was sent to the seven construction management firms that are currently registered with the Construction and Properties Division of the Department of Central Services as providers of at-risk construction management services. A committee was formed to evaluate the responses received from six firms. The committee was composed of the following:



Wilton Berry, Associate Campus Architect-HSC,  
 Architectural and Engineering Services, Chair  
 Gerard Clancy, Dean, College of Medicine, OU-Tulsa  
 William Forester, Construction Administrator,  
 Architectural and Engineering Services  
 Thomas Godkins, Associate Vice President for Facilities Management and  
 Director of Capital Planning, HSC  
 Kenneth Levit, President, OU-Tulsa  
 Nancy Lewis, Vice President, OU-Tulsa  
 Michael Moorman, Director, Architectural and Engineering Services  
 Kathy Potts, Rees Associates, Inc., Project Architects (non-voting)

Based on the proposals and other information, 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. Manhattan Construction Company, Tulsa,
2. Flintco, Inc., Tulsa
3. Nabholz Construction Corporation, Tulsa
4. Oscar J. Boldt Construction Company, Oklahoma City

SCHUSTERMAN CENTER RESEARCH AND MEDICAL CLINIC  
 AND CANCER CENTER  
 CONSTRUCTION MANAGEMENT FIRM EVALUATION SUMMARY

	<u>Manhattan Construction Company</u>	<u>Flintco, Inc.</u>	<u>Nabholz Construction Corporation</u>	<u>Oscar J. Boldt Construction Company</u>
Experience with Similar Projects	186	177	147	120
Quality of Pre- Construction Services	126	114	88	102
Quality of Construction Phase Services	122	114	100	100
Resources of the Firm	64	61	45	49
Total	498	466	380	371

President Boren recommended the Board of Regents:

- I. Rank in the order presented below firms which are under consideration to provide at-risk construction management services for the Schusterman Center Research and Medical Clinic and Cancer Center project;
- II. Authorize the University administration to negotiate the terms of an agreement, including a fee for preconstruction phase construction management services, with the highest-ranked firm;

- III. Authorize the President or his designee to execute the Agreement for At-Risk Construction Management Services; and
- IV. Authorize the University administration to negotiate a guaranteed maximum price for construction which shall be presented to the Board for formal approval.

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.

**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 attached hereto as Exhibit F. Comparative data for fiscal years 1999 through 2004, and current month and year-to-date, are shown on the graphs and tables.

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 Total Expenditures	FY04 Projection		FY03 Year-to-Date Expenditures	FY04 Year-to-Date Expenditures
UNIVERSITY OF OKLAHOMA	\$192,886,704	\$197,642,857		\$64,912,558	\$68,677,776
NORMAN CAMPUS	\$116,378,991	\$115,014,557		\$39,636,021	\$42,027,502
HEALTH SCIENCES CENTER	\$76,507,713	\$82,628,300		\$25,276,537	\$26,650,274

President Boren recommended the Board of Regents ratify the awards and/or modifications for September and October 2003 submitted with this Agenda Item.

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.

**REPORT OF THE PRESIDENT OF THE UNIVERSITY**

President Boren remarked on a personnel action the Regents were asked to consider appointing a new dean of nursing. The recommended candidate, Carole Ann Kenner, comes to OU from the University of Illinois. She is a widely known specialist in neonatal and prenatal nursing care and is recognized as a national expert in the field of distance and extension learning for nurses. A national search was conducted and she was the unanimous and enthusiastic choice of the search committee. Considerable progress has been made in the University's development and alumni activity so the President invited David Maloney and Tripp Hall to add to his report. At a time when public support of the University has been declining in percentage terms—only twenty-two percent of the Norman Campus operating budget came from the state this year and only eleven percent of the Health Sciences Center's budget—the quality of this institution depends on its base of private financial support along with faculty earnings and research. There has been remarkable growth in the donor base and the President stated that he wanted to commend Vice President Maloney and his team for causing this to happen. The base of individual donors having given to the University over the past nine years has grown from 17,000 to 86,500, the largest increase in donor base of any public university in the country in percentage terms. Mirroring this growth is a tremendous increase in alumni activity in the United States and around the world. The President thanked Tripp Hall for his leadership in our alumni organization, the OU Association. Vice President Maloney commented on the growth of the donor base, its importance to giving and how that has been possible through the strength of the OU Association. Tripp Hall stated that the success of the program is largely due to the diversity of offerings—the alumni office tries to include young and old, rich and poor, domestic and international. Club participation alone is up over 311 percent from 2001, scholarship dollars donated by clubs are up 37% and club generation of growth in dollars is up over 46%. The Boomer Bash activities, cosponsored by Conoco, other pre-game celebrations, Boomer Bash on the Road, the reunion programs, all of these events combine to create a successful program. Communication with our alumni has been key. *OU People* goes out to over 150,000 alumni, other newsletters and the alumni website all help spread what is happening at the University. President Boren called forward Craig Hayes, Karen Renfroe and their associates from the National Scholars Program. The President praised their work in the Scholars office and announced that, with 4.5% of our freshman class as National Merit Scholars, The University of Oklahoma is the top university in the nation per capita in National Merit Scholars enrolled. In this category, the University is competing with such institutions as the University of North Carolina—Chapel Hill, University of California—Berkeley and others. Dr. Millie Audas was then asked to discuss the expansion of the international exchange program. She announced the addition of 14 university agreements this year and three new programs beginning this summer.

**RESOLUTION HONORING PAUL E. WILSON****RESOLUTION**

WHEREAS, Paul E. Wilson provided outstanding leadership to The University of Oklahoma's recreational and intramural programs for more than 26 years, retiring January 15, 2001;

WHEREAS, during his career at OU, he served in several positions, including assistant director of intramural sports, director of intramural sports and director of intramural and recreational sports;

WHEREAS, he directed the design and construction of Phase I of The University of Oklahoma's Huston Huffman Center in 1979; and

WHEREAS, he provided the vision for Phase II of The University of Oklahoma's Huston Huffman Center, completed in 2003;

WHEREAS, he was one of The University of Oklahoma's first African-American administrators;

WHEREAS, he has been an active member of the University and Norman communities, serving as president of the Council of Administrative Officers, on the board for the OU Federal Credit Union, on the Norman Human Rights Commission, and holding membership in the Norman Rotary, Kappa Alpha Psi and the Black Alumni Association;

WHEREAS, he served as an NCAA basketball official, officiating in the Missouri Valley and Southwest Conferences and served on the board of directors for the National Association of Sport Officials;

WHEREAS, he was an advocate for the expansion of recreational facilities and programming throughout his career; and

WHEREAS, he received the National Award for Outstanding service in 2001 from the National Intramural Recreational Sports Association;

NOW, THEREFORE BE IT RESOLVED that the Regents of The University of Oklahoma express profound appreciation to Paul E. Wilson for his significant impact on the lives of OU students, faculty and staff, his leadership in the areas of recreation and intramurals, the leadership and vision he brought to improving the recreation facilities at The University of Oklahoma, and in recognition thereof name the new cardiovascular room, located in the Huston Huffman Center, the Paul E. Wilson Cardiovascular Room.

President Boren 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.

## **MINUTES**

Regent Clark moved approval of the minutes of the regular meeting held on December 1-2, 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.

## **REGENTS' POLICY MANUAL**

Revisions to the Policy Manual are attached hereto as Exhibit G.

President Boren recommended the Board of Regents approve the Policy Manual sections submitted with this agenda.

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.

## **AUTHORITY FOR MEDICAL STAFF BYLAWS AT GODDARD HEALTH CENTER**

The mission of Goddard Health Center (the Center) has evolved over the years from a large medical facility with hospital beds to an acute care, outpatient college student health service. There are fewer medical providers, and their roles in the administration of the facility are more limited. Because of this, the medical staff bylaws have become less useful and are a cumbersome artifact of an earlier time. Bylaws that reflect current internal operations are useful; however, those in the Regents' Policy Manual have hindered operational changes and often are redundant to existing University administrative guidelines and personnel policies.

With authorization for changes residing within the Center, timely modifications to these operational guidelines will be more efficient. It is proposed that the Goddard Health Center medical staff bylaws be removed from the O.U. Regents' Policy Manual. The bylaws would be maintained within the Center as an internal document pertaining to credentialing, privileging and other policies and procedures specific to the medical staff. Oversight of the medical staff bylaws will be provided by the Director of Goddard Health Center, the Chief of the Medical Staff and, when necessary, the Vice President for Student Affairs.

President Boren recommended the Board of Regents remove the Goddard Health Center medical staff bylaws from the Regents' Policy Manual.

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.

## **SUBSTANTIVE PROGRAM CHANGES - NORMAN CAMPUS**

The Oklahoma State Regents for Higher Education require that all substantive changes in degree programs be presented to the institution's governing board for approval before being forwarded to the State Regents for consideration. The changes in academic programs itemized in the attached list have been approved by the appropriate faculty, academic units and deans, the Academic Programs Council, and the Senior Vice President and Provost. They are being submitted to the Board of Regents for approval prior to submission to the State Regents.

Substantive Program Changes  
Approved by Academic Programs Council, November 5, 2003

Program Deletion:

College of Fine Arts

Art History, BFA in Art. (RPC 014, MC 1003B): program deletion.

Reason for requested action: The BFA in Art (Art History) is no longer needed since students in the studio arts program can receive a minor in art history and students enrolled in the art history program can take studio courses as elective credit. The BFA in Art (Art History) does not meet the NASAD (National Association for Schools of Art and Design) guidelines for a combination BFA degree in studio and art history. Students still enrolled in the BFA in Art (Art History) will be advised into either a BA in Art History or a BFA in Art with a minor in Art History.

Changes in Program Requirements:

College of Engineering

Electrical Engineering, Ph.D. (RPC 061, MC 0909R): change Levels III and IV name course requirements. Change levels III and IV from Electrical Engineering to Electrical and Computer Engineering. Course changes include:

- replacing an 18-hour minor in the sciences with nine hours in math and/or physics with at least nine hours coursework in the major area of concentration and at least nine hours course work in math and/or physics;
- at least nine hours ECE technical electives (crosslisted ECE/TCOM courses are allowed);
- at least half the coursework (not including dissertation credits) to include ECE, CS or TCOM courses (instead of only ECE coursework); and
- at least thirty credit hours dissertation research.

The requirement for continuous enrollment in Dissertation Research does not change and total number of hours required is unchanged.

Reason for requested action: These changes more appropriately define the degree designation and allowances for the current scope of specializations within the School of Electrical and Computer Engineering. The new specific minimums will better define individual plans of study.

College of Fine Arts

Music Education, M.M.E. (RPC 176, MC 1050M, 1051M, 1054M): change level IV, delete area of concentration, and course changes. Change level IV name from Vocal/General to General; delete area of concentration and add an option in Piano Pedagogy designed for pianists seeking specialized preparation in piano teaching, and change course requirements. Replace MUED 6022 and MUED 6032 with MUED 6442 and MUED 6212; increase flexibility in Music Theory requirements; require 6 hours of Musicology (i.e. Music History and /or Ethnomusicology) which better serves the needs of music teachers than does the current requirement of 6 hours of Music History or Music Literature; clarify and focus degree emphasis requirements for each area of concentration; and allow students to choose thesis or non-thesis option in all areas of concentration.

Reason for requested actions: Piano Pedagogy is currently a Level V area of concentration within the MME Instrumental Level IV option. The content and goals of this program are sufficiently different from those of the other MME options to warrant recognition as a separate option with its own major code. State officials note music as an area of teacher shortage and are looking to universities for help to solve current crisis in music teacher preparation and retention.

Implementation of the proposed curriculum will better serve needs of in-service professional educators within the state and the region. Also, current MME program shares many requirements with the current PhD and each need its own "identity."

### Substantive Program Changes

Approved by Academic Programs Council, December 3, 2003

#### Addition of New Program:

##### College of Arts and Sciences

Botany/Microbiology or Zoology, PhD in Ecology and Evolutionary Biology. (RPC 353, MC to be assigned): establishment of graduate program in Ecology and Evolutionary Biology (EEB). The program will operate as a Ph.D. degree-granting program. It is not an administratively independent unit, but rather an interdisciplinary program residing within the two host departments. The primary purpose of the proposed program is to use the University's strength in Ecology and Evolutionary Biology, and to build an EEB program that will attract, retain, and mentor graduate students in the fields of ecology, evolution, and conservation biology. The doctoral degree in Ecology and Evolutionary Biology will be awarded for excellence in research scholarship in combination with successful completion of an approved program of study consisting of coursework within and external to the Departments of Botany/Microbiology and Zoology. Program requirements will conform to University and Graduate College policies. The proposed curriculum builds on current requirements for the Ph.D. degree in Botany Microbiology or Zoology. A minimum of 30 of the last 60 hours of courses must be taken in research (MBIO 6980, BOT 6980, ZOO 6980 or equivalent). Students must also participate twice in the EEB graduate seminar and once in the

Advanced Ecology and Evolutionary Biology course. EEB students are strongly encouraged to take at least two courses from non-host departments and are encouraged to take independent research in EEB during their first two semesters of study. The rest of the required courses can be taken from 68 courses that are that are available for graduate credit from other departments. The students' dissertation advisory committees will determine other specific course requirements. The Ph.D. degree in EEB requires the successful completion of a dissertation and satisfactory demonstration of knowledge in microbiology, botany or zoology and at least one of the specialties within ecology, evolutionary biology and conservation biology. The dissertation advisory committees will administer testing of the subject matter.

Reason for requested action: There is a growing demand for trained researchers, faculty, and practitioners in the interdisciplinary area of ecology, evolutionary biology, and conservation biology. A degree program in Ecology and Evolutionary Biology will attract more highly qualified students and enhance graduate training. Graduate students with degrees in EEB can meet the demand from a very broad spectrum of employers, including universities, common education, government agencies and private companies related to environmental and natural resources. There are high demands in other sectors of employment due to the fact that ecological principles increasingly become relevant to industrial production, resource management, and policy-making and regulations.

#### Changes in Program Requirements:

##### College of Education

Early Childhood Education, B.S. in Ed. (RPC 046, MC 0823A): increase the minimum GPA admission requirement from 2.50 to 2.75.

Reason for requested action: to position students for successful completion of the program. Since the internship is part of the Graduate Component, students must be admitted to the Graduate College. Students with less than a 2.75 GPA have a difficult time raising their GPA to 3.0 for full admission.

Elementary Education B.S. in Ed. (RPC 062, MC 0802A): increase the minimum GPA admission requirement from 2.50 to 2.75.

Reason for requested action: to position students for successful completion of the program. Since the internship is part of the Graduate Component, students must be admitted to the Graduate College. Students with less than a 2.75 GPA have a difficult time raising their GPA to 3.0 for full admission.

Foreign Language Education, B.S. in Ed. (RPC 083, MC 0844A): increase the minimum GPA admission requirement from 2.50 to 2.75.

Reason for requested action: to position students for successful completion of the program. Since the internship is part of the Graduate Component, students must be admitted to the Graduate College. Students with less than a 2.75 GPA have a difficult time raising their GPA to 3.0 for full admission.

Language Arts Education, B.S. in Ed. (RPC 143, MC 0842A): increase the minimum GPA admission requirement from 2.50 to 2.75.

Reason for requested action: to position students for successful completion of the program. Since the internship is part of the Graduate Component, students must be admitted to the Graduate College. Students with less than a 2.75 GPA have a difficult time raising their GPA to 3.0 for full admission.

Mathematics Education, B.S. in Ed. (RPC 156, MC 0833A): increase the minimum GPA admission requirement from 2.50 to 2.75.

Reason for requested action: to position students for successful completion of the program. Since the internship is part of the Graduate Component, students must be admitted to the Graduate College. Students with less than a 2.75 GPA have a difficult time raising their GPA to 3.0 for full admission.

Science Education, B.S. in Ed. (RPC 203, MC 0834A): increase the minimum GPA admission requirement from 2.50 to 2.75.

Reason for requested action: to position students for successful completion of the program. Since the internship is part of the Graduate Component, students must be admitted to the Graduate College. Students with less than a 2.75 GPA have a difficult time raising their GPA to 3.0 for full admission.

Social Studies Education, B.S. in Ed. (RPC 208, MC 0840A): increase the minimum GPA admission requirement from 2.50 to 2.75.

Reason for requested action: to position students for successful completion of the program. Since the internship is part of the Graduate Component, students must be admitted to the Graduate College. Students with less than a 2.75 GPA have a difficult time raising their GPA to 3.0 for full admission.

Special Education, B.S. in Ed. (RPC 218, MC 0808A): increase the minimum GPA admission requirement from 2.50 to 2.75.

Reason for requested action: to position students for successful completion of the program. Since the internship is part of the Graduate Component, students must be admitted to the Graduate College. Students with less than a 2.75 GPA have a difficult time raising their GPA to 3.0 for full admission.



College of Engineering

Electrical Engineering, M.S. (RPC 060, MC 0909MR): change Levels III and IV name, add Level V track for the non-thesis option, and course requirements. Change levels III and IV from Electrical Engineering to Electrical and Computer Engineering. Add Level V non-thesis option, "Industrial Internship". Course changes include:

- Add new course, ECE 5883, Professional Project;
- Course allowances will permit Computer Science courses to be counted "in the major";
- All options will require at least 12 hours of 5000-level or higher course work to be in Electrical and Computer Engineering;
- All options will only require a minimum of 3 hours in mathematics or physics, and the technical electives must be approved by the respective Master's committee; and
- It will be routine to approve Electrical and Computer Engineering, Computer Science, mathematics and physics courses as the technical electives.

Reason for requested action: Addition of the internship track for non-thesis option is to encourage non-thesis students to interact with industry and faculty and to provide them with some practical experience and technical writing skills.

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

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.

## **NONSUBSTANTIVE PROGRAM CHANGES - NORMAN CAMPUS**

The Oklahoma State Regents for Higher Education confer upon each institution the authority to approve modifications that are nonsubstantive, but require the changes to be communicated to them for information only. The program modifications itemized in the attached list have been approved by the appropriate faculty, academic units and deans, the Academic Programs Council, and the Senior Vice President and Provost. They are being forwarded to the Board of Regents for information only.

### Non-Substantive Program Changes

Approved by Academic Programs Council, December 3, 2003

#### Changes in Program Requirements:

##### College of Education

School Counseling, M.Ed. (RPC 258, MC 0826P): course requirement changes. Eliminate three-hour elective requirement; offer a choice of EIPT 5163 or EIPT 5173 in lieu of EIPT 5113; and add a two-semester internship requirement.

Reason for requested action: These modifications will maintain the degree program at 48 hours while providing more individually appropriate developmental coursework and meeting NCATE and CACREP accreditation standards.

##### College of Engineering

Aerospace Engineering, M.S. (RPC 006, MC 0902M): course requirement changes. Reduce the Mathematics requirement from six credit hours to three credit hours; increase the approved courses from other fields from six credit hours to nine credit hours.

Reason for requested action: These modifications will provide flexibility in choice of courses and will be consistent with peer institutions.

Aerospace Engineering, Ph.D. (RPC 007, MC 0902R): course requirement changes. Reduce course work from 48 credit hours to at least 42 credit hours; reduce Mathematics/Science course work from 12 credit hours to 6 credit hours.

Reason for requested action: These modifications will provide flexibility in choice of courses and will be consistent with peer institutions.

Mechanical Engineering, M.S. (RPC 159, MC 0910M): course requirement changes. Reduce the Mathematics requirement from six credit hours to three credit hours; increase the approved courses from other fields from six credit hours to nine credit hours.

Reason for requested action: These modifications will provide flexibility in choice of courses and will be consistent with peer institutions.

Mechanical Engineering, Ph.D. (RPC 160, MC 0910R): course requirement changes.

Reduce course work from 48 credit hours to at least 42 credit hours; reduce

Mathematics/Science course work from 12 credit hours to 6 credit hours.

Reason for requested action: These modifications will provide flexibility in choice of courses and will be consistent with peer institutions.

#### College of Liberal Studies

Liberal Studies, M.L.S. (RPC 232, MC 4901M): course requirement changes. Permit students to complete six hours of advanced, focused courses in their area of concentration and take a Comprehensive Examination over the entire MLS program of study in lieu of LSTD 5940 (Research Project), LSTD 5950 (Internship), or LSTD 5980 (Thesis). This has been recommended by the faculty and has worked well in other departments on campus.

Reason for requested action: The College of Liberal Studies continues to develop online courses and programs for distant adult students who require the alternative of coursework plus examination to complete their degree program. With the Colleges 100% online program, this change will enable students to complete their degree in an efficient and timely manner.

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

### **COURSE CHANGES - NORMAN CAMPUS**

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

#### Course Changes

Approved by Academic Programs Council, December 3, 2003

University of Oklahoma - Norman Campus

### **COURSE DELETIONS**

#### College of Architecture

ARCH 1243

History of the Built Environment I

## COURSE CHANGES

College of Engineering

ECE	5142	Internship in Electric Energy Resource Analysis. Change course number to 5143
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## NEW COURSES

College of Arts & Sciences

BOT	5453	Advanced Ecology and Evolutionary Biology
BOT	5471	Seminar in Ecology and Evolutionary Biology
MBIO	5453	Advanced Ecology and Evolutionary Biology
MBIO	5471	Seminar in Ecology and Evolutionary Biology
ZOO	5453	Advanced Ecology and Evolutionary Biology
ZOO	5471	Seminar in Ecology and Evolutionary Biology

Price College of Business

ACCT	4710	Special Topics in Accounting
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College of Fine Arts

ART	5013	Graduate Studio Ceramics I
ART	5033	Graduate Studio Painting I
ART	5043	Graduate Studio Printmaking I
ART	5053	Graduate Studio Sculpture I
ART	5063	Graduate Studio Photography I
ART	5073	Graduate Studio Film/Video I
ART	5093	Graduate Studio Visual Communications I
ART	5113	Graduate Studio Ceramics II
ART	5133	Graduate Studio Painting II
ART	5143	Graduate Studio Printmaking II
ART	5153	Graduate Studio Sculpture II
ART	5163	Graduate Studio Photography II
ART	5173	Graduate Studio Film/Video II
ART	5193	Graduate Studio Visual Communications II
ART	5213	Graduate Studio Ceramics III
ART	5233	Graduate Studio Painting III
ART	5243	Graduate Studio Printmaking III
ART	5253	Graduate Studio Sculpture III
ART	5263	Graduate Studio Photography III
ART	5273	Graduate Studio Film/Video III
ART	5293	Graduate Studio Visual Communications III
ART	5313	Graduate Studio Ceramics IV
ART	5333	Graduate Studio Painting IV
ART	5343	Graduate Studio Printmaking IV
ART	5353	Graduate Studio Sculpture IV
ART	5363	Graduate Studio Photography IV
ART	5373	Graduate Studio Film/Video IV
ART	5393	Graduate Studio Visual Communications IV
ART	5413	Graduate Studio Ceramics V
ART	5433	Graduate Studio Painting V
ART	5443	Graduate Studio Printmaking V

ART	5453	Graduate Studio Sculpture V
ART	5463	Graduate Studio Photography V
ART	5473	Graduate Studio Film/Video V
ART	5493	Graduate Studio Visual Communications V
ART	5513	Graduate Studio Ceramics VI
ART	5533	Graduate Studio Painting VI
ART	5543	Graduate Studio Printmaking VI
ART	5553	Graduate Studio Sculpture VI
ART	5563	Graduate Studio Photography VI
ART	5573	Graduate Studio Film/Video VI
ART	5593	Graduate Studio Visual Communications VI
ART	5613	Graduate Studio Ceramics VII
ART	5633	Graduate Studio Painting VII
ART	5643	Graduate Studio Printmaking VII
ART	5653	Graduate Studio Sculpture VII
ART	5663	Graduate Studio Photography VII
ART	5673	Graduate Studio Film/Video VII
ART	5693	Graduate Studio Visual Communications VII
ART	5713	Graduate Studio Ceramics VIII
ART	5733	Graduate Studio Painting VIII
ART	5743	Graduate Studio Printmaking VIII
ART	5753	Graduate Studio Sculpture VIII
ART	5763	Graduate Studio Photography VIII
ART	5773	Graduate Studio Film/Video VIII
ART	5793	Graduate Studio Visual Communications VIII
ART	5813	Graduate Studio Ceramics IX
ART	5833	Graduate Studio Painting IX
ART	5843	Graduate Studio Printmaking IX
ART	5853	Graduate Studio Sculpture IX
ART	5863	Graduate Studio Photography IX
ART	5873	Graduate Studio Film/Video IX
ART	5893	Graduate Studio Visual Communications IX
ART	5913	Graduate Studio Ceramics X
ART	5933	Graduate Studio Painting X
ART	5943	Graduate Studio Printmaking X
ART	5953	Graduate Studio Sculpture X
ART	5963	Graduate Studio Photography X
ART	5993	Graduate Studio Visual Communications X
ART	6013	Graduate Studio Ceramics XI
ART	6033	Graduate Studio Painting XI
ART	6043	Graduate Studio Printmaking XI
ART	6053	Graduate Studio Sculpture XI
ART	6063	Graduate Studio Photography XI
ART	6073	Graduate Studio Film/Video XI
ART	6093	Graduate Studio Visual Communication XI
ART	6113	Graduate Studio Ceramics XII
ART	6133	Graduate Studio Painting XII
ART	6143	Graduate Studio Printmaking XII
ART	6153	Graduate Studio Sculpture XII
ART	6163	Graduate Studio Photography XII
ART	6173	Graduate Studio Film/Video XII
ART	6193	Graduate Studio Visual Communications XII
ART	6213	Graduate Studio Ceramics XIII
ART	6233	Graduate Studio Painting XIII

ART	6243	Graduate Studio Printmaking XIII
ART	6253	Graduate Studio Sculpture XIII
ART	6263	Graduate Studio Photography XIII
ART	6273	Graduate Studio Film/Video XIII
ART	6293	Graduate Studio Visual Communications XIII
ART	6313	Graduate Studio Ceramics XIV
ART	6333	Graduate Studio Painting XIV
ART	6343	Graduate Studio Printmaking XIV
ART	6353	Graduate Studio Sculpture XIV
ART	6363	Graduate Studio Photography XIV
ART	6373	Graduate Studio Film/Video XIV
ART	6393	Graduate Studio Visual Communications XIV
ART	6413	Graduate Studio Ceramics XV
ART	6433	Graduate Studio Painting XV
ART	6443	Graduate Studio Printmaking XV
ART	6453	Graduate Studio Sculpture XV
ART	6463	Graduate Studio Photography XV
ART	6473	Graduate Studio Film/Video XV
ART	6493	Graduate Studio Visual Communications XV
ART	6513	Graduate Studio Ceramics XVI
ART	6533	Graduate Studio Painting XVI
ART	6543	Graduate Studio Printmaking XVI
ART	6553	Graduate Studio Sculpture XVI
ART	6563	Graduate Studio Photography XVI
ART	6573	Graduate Studio Film/Video XVI
ART	6593	Graduate Studio Visual Communications XVI
MUTH	4863	Advanced Orchestration

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

#### **SUPPLEMENTAL NON-MANDATORY FEES REQUEST FOR 2004-2005 - NORMAN CAMPUS**

At the October 2003 University of Oklahoma Board of Regents meeting, the Regents reviewed and approved the Non-Mandatory Fees Request for 2004-2005. A request from the Price College of Business to increase the Business Communication fee from \$3.00 to \$4.50 per credit hour was inadvertently omitted from the agenda item.

The Business Communication fee is classified as a Special Fee. The purpose of the fee increase is to provide Price College of Business students with print and electronic copies of *The Wall Street Journal*. The annual cost of this service is approximately \$65,000. *The Wall Street Journal* is an essential business communication tool. Each issue illustrates important topics in accounting, ethics, and finance and provides an excellent example of clear, concise business writing.

After approval by The University of Oklahoma Board of Regents, this supplemental request will be forwarded to the Oklahoma State Regents for Higher Education to include with the Non-Mandatory fees request submitted on October 31, 2003.

President Boren recommended the Board of Regents approve increasing the Business Communication fee from \$3.00 to \$4.50 per credit hour.

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 AND STUDENT HOUSING REVENUE BONDS - NC**

Section 4002.1 of Title 70 of the Oklahoma Statutes requires Legislative approval expressed by Concurrent Resolution prior to commencing any action in anticipation of the issuance of revenue bonds or other bonds authorized by law to be issued by the Board of Regents of The University of Oklahoma.

At this time, the University's Administration is preparing for the issuance of revenue bonds in the next nine to twelve months in support of the National Weather Center project. Said bonds will be secured by a binding lease agreement with the Federal Government, and will be issued only to the extent necessary to fund the balance of the Federal contribution to the project.

Similarly, the University's Administration is preparing for the possible issuance of revenue bonds in the next six to nine months in support of Student Housing projects. Said bonds will be secured by the gross revenues of the Housing System, and the proceeds will be used to fund the redevelopment of University-owned apartment complexes, which are nearing the end of their economic and structural lives, and the refurbishment of student dormitories.

This action is the first step in the process of issuing revenue bonds and does not commit the University to the issuance of them. Approval of the Concurrent Resolutions by the Legislature simply allows the University to proceed with planning for these issues.

### **CONCURRENT RESOLUTION**

A Concurrent Resolution authorizing the Board of Regents of The University of Oklahoma, acting on behalf of The University of Oklahoma, to issue certain revenue bonds pursuant to Sections 4001-4018 etc. of Title 70 of the Oklahoma Statutes; and directing distribution.

WHEREAS, Section 4002.1 of Title 70 of the Oklahoma Statutes requires legislative approval expressed by concurrent resolution prior to commencing any action in anticipation of issuance by a board of regents of revenue bonds authorized by Sections 4001-4018 etc. of Title 70 of the Oklahoma Statutes, or any other bonds authorized by law to be issued by such boards; and

WHEREAS, the Board of Regents of The University of Oklahoma, acting on behalf of The University of Oklahoma may desire to acquire, construct, renovate, remodel, expand, and equip Norman Campus research and technology capital projects to include, but not be limited to, student usage facilities, revenue-producing facilities, and other renovations including furnishings, equipment, and related landscaping and exterior amenities on its Norman Campus including, but not limited to, construction of the new National Weather Center facility and improvements and additions related thereto; and

WHEREAS, the amount of borrowed funds necessary for acquiring, constructing, renovating, remodeling, expanding, and equipping the above-named facilities shall not exceed the sum of Twenty Million Dollars (\$20,000,000); and

WHEREAS, the Board of Regents of The University of Oklahoma, acting on behalf of The University of Oklahoma, may desire to issue its revenue bonds to provide funds for acquiring, constructing, renovating, remodeling, expanding, furnishing, and equipping Norman Campus research and technology capital projects to include, but not be limited to, student usage facilities, revenue-producing facilities, and other renovations including furnishings, equipment, and related landscaping and exterior amenities on its Norman Campus including, but not limited to, construction of the new National Weather Center facility and improvements and additions related thereto; and

WHEREAS, revenue bonds issued by the Board of Regents of The University of Oklahoma, acting on behalf of The University of Oklahoma, are not a general obligation or an indebtedness of the State of Oklahoma, The University of Oklahoma, or the Board of Regents of The University of Oklahoma; and

WHEREAS, the Oklahoma State Legislature shall not be obligated to appropriate funds for the repayment of the revenue bonds and shall be under no obligation to pay principal of or interest on the revenue bonds; and

WHEREAS, the revenue bonds are limited and special obligations of the Board of Regents of The University of Oklahoma payable solely from the pledged revenues; and

WHEREAS, by law the Board of Regents of The University of Oklahoma is authorized to issue its revenue bonds pursuant to Section 4001 et seq. of Title 70 of the Oklahoma Statutes; and

WHEREAS, by law the Board of Regents of The University of Oklahoma is authorized to provide for the repayment of the above described debt obligations from any then-existing revenue-producing buildings or facilities or new revenue-producing buildings or facilities or from other income and revenues, including contributions, or other monies authorized by law for such purposes and all other legally available funds; and

WHEREAS, neither the faith and credit nor the taxing power of the State of Oklahoma or any political subdivision thereof is obligated to pay the principal of or interest on the revenue bonds; and

WHEREAS, by law as stated in Sections 4003 and 4004 of Title 70 of the Oklahoma Statutes, such revenue bonds issued pursuant to Sections 4001-4018 etc. of Title 70 of the Oklahoma Statutes shall never become obligations of the State of Oklahoma.

NOW, THEREFORE, BE IT RESOLVED BY THE SENATE OF THE 2ND SESSION OF THE 48TH OKLAHOMA LEGISLATURE, THE HOUSE OF REPRESENTATIVES CONCURRING THEREIN:

THAT the Oklahoma State Legislature hereby authorizes the Board of Regents of The University of Oklahoma to issue revenue bonds authorized by Sections 4001-4018 etc. of Title 70 of the Oklahoma Statutes in the sum of not to exceed Twenty Million Dollars (\$20,000,000), said bonds never to become obligations of the State of Oklahoma, for the purpose of acquiring, constructing, renovating, remodeling, expanding, furnishing, and equipping Norman Campus research and technology capital projects to include, but not be limited to, student usage facilities,

revenue-producing facilities, and other renovations including furnishings, equipment, and related landscaping and exterior amenities on its Norman Campus including, but not limited to, construction of the new National Weather Center facility and improvements and additions related thereto; and

THAT, the revenue bonds authorized pursuant to this resolution are not a general obligation or an indebtedness of the State of Oklahoma, The University of Oklahoma, or the Board of Regents of The University of Oklahoma. The Legislature shall not be obligated to appropriate funds for the repayment of the revenue bonds and shall be under no obligation to pay principal of or interest on the revenue bonds. The revenue bonds are limited and special obligations of the Board of Regents of The University of Oklahoma. The revenue bonds are payable solely from any then-existing revenue-producing buildings or facilities or new revenue-producing buildings or facilities or from other income and revenues, including contributions, or other monies authorized by law for such purposes and all other legally available funds. Neither the faith and credit nor the taxing power of the State of Oklahoma or any political subdivision thereof is obligated to pay the principal of or the interest on the revenue bonds.

THAT, copies of this resolution be distributed to the Board of Regents of The University of Oklahoma and to the Oklahoma State Regents for Higher Education.

Adopted by the Senate the \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
President of the Senate

Adopted, by the House of Representatives the \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Speaker of the House of Representatives

#### CONCURRENT RESOLUTION

A Concurrent Resolution authorizing the Board of Regents of The University of Oklahoma, acting on behalf of The University of Oklahoma, to issue certain revenue bonds pursuant to Sections 4001-4018 etc. of Title 70 of the Oklahoma Statutes; and directing distribution.

WHEREAS, Section 4002.1 of Title 70 of the Oklahoma Statutes requires legislative approval expressed by concurrent resolution prior to commencing any action in anticipation of issuance by a board of regents of revenue bonds authorized by Sections 4001-4018 etc. of Title 70 of the Oklahoma Statutes, or any other bonds authorized by law to be issued by such boards; and

WHEREAS, the Board of Regents of The University of Oklahoma, acting on behalf of The University of Oklahoma may desire to acquire, construct, renovate, remodel, expand, and equip several Norman Campus Housing Department capital projects to include, but not be limited to, student usage facilities, revenue-producing facilities, and other renovations including furnishings, equipment, and related landscaping and exterior amenities on its Norman Campus including, but not limited to, construction of new housing and renovation of existing housing facilities and improvements and additions to facilities related thereto; and



WHEREAS, the amount of borrowed funds necessary for acquiring, constructing, renovating, remodeling, expanding, and equipping the above-named facilities shall not exceed the sum of Eighty Million Dollars (\$80,000,000); and

WHEREAS, the Board of Regents of The University of Oklahoma, acting on behalf of The University of Oklahoma, may desire to issue its revenue bonds to provide funds for acquiring, constructing, renovating, remodeling, expanding, furnishing, and equipping several Norman Campus Housing Department capital projects to include, but not be limited to, student usage facilities, revenue-producing facilities, and other renovations including furnishings, equipment, and related landscaping and exterior amenities on its Norman Campus including, but not limited to, construction of new housing and renovation of existing housing facilities and improvements and additions to facilities related thereto; and

WHEREAS, revenue bonds issued by the Board of Regents of The University of Oklahoma, acting on behalf of The University of Oklahoma, are not a general obligation or an indebtedness of the State of Oklahoma, The University of Oklahoma, or the Board of Regents of The University of Oklahoma; and

WHEREAS, the Oklahoma State Legislature shall not be obligated to appropriate funds for the repayment of the revenue bonds and shall be under no obligation to pay principal of or interest on the revenue bonds; and

WHEREAS, the revenue bonds are limited and special obligations of the Board of Regents of The University of Oklahoma payable solely from the pledged revenues; and

WHEREAS, by law the Board of Regents of The University of Oklahoma is authorized to issue its revenue bonds pursuant to Section 4001 et seq. of Title 70 of the Oklahoma Statutes; and

WHEREAS, by law the Board of Regents of The University of Oklahoma is authorized to provide for the repayment of the above described debt obligations from any then-existing revenue-producing buildings or facilities or new revenue-producing buildings or facilities or from other income and revenues, including contributions, or other monies authorized by law for such purposes and all other legally available funds; and

WHEREAS, neither the faith and credit nor the taxing power of the State of Oklahoma or any political subdivision thereof is obligated to pay the principal of or interest on the revenue bonds; and

WHEREAS, by law as stated in Sections 4003 and 4004 of Title 70 of the Oklahoma Statutes, such revenue bonds issued pursuant to Sections 4001-4018 etc. of Title 70 of the Oklahoma Statutes shall never become obligations of the State of Oklahoma.

NOW, THEREFORE, BE IT RESOLVED BY THE SENATE OF THE 2ND SESSION OF THE 48TH OKLAHOMA LEGISLATURE, THE HOUSE OF REPRESENTATIVES CONCURRING THEREIN:

THAT the Oklahoma State Legislature hereby authorizes the Board of Regents of The University of Oklahoma to issue revenue bonds authorized by Sections 4001-4018 etc. of Title 70 of the Oklahoma Statutes in the sum of not to exceed Eighty Million Dollars (\$80,000,000), said bonds never to become obligations of the State of Oklahoma, for the purpose of acquiring, constructing, renovating, remodeling, expanding, furnishing, and equipping several Norman Campus Housing Department capital projects to include, but not be limited to, student usage facilities, revenue-producing facilities, and other renovations including furnishings, equipment, and related landscaping and exterior amenities on its Norman Campus including, but not limited

to, construction of new housing and renovation of existing housing facilities and improvements and additions to facilities related thereto; and

THAT, the revenue bonds authorized pursuant to this resolution are not a general obligation or an indebtedness of the State of Oklahoma, The University of Oklahoma, or the Board of Regents of The University of Oklahoma. The Legislature shall not be obligated to appropriate funds for the repayment of the revenue bonds and shall be under no obligation to pay principal of or interest on the revenue bonds. The revenue bonds are limited and special obligations of the Board of Regents of The University of Oklahoma. The revenue bonds are payable solely from any then-existing revenue-producing buildings or facilities or new revenue-producing buildings or facilities or from other income and revenues, including contributions, or other monies authorized by law for such purposes and all other legally available funds. Neither the faith and credit nor the taxing power of the State of Oklahoma or any political subdivision thereof is obligated to pay the principal of or the interest on the revenue bonds.

THAT, copies of this resolution be distributed to the Board of Regents of The University of Oklahoma and to the Oklahoma State Regents for Higher Education.

Adopted by the Senate the \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
President of the Senate

Adopted, by the House of Representatives the \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Speaker of the House of Representatives

President Boren recommended the Board of Regents authorize the University's Administration to submit the attached Concurrent Resolutions to the Oklahoma Legislature in support of the National Weather Center and Student Housing projects.

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.

## **LINUX CLUSTER - NC**

In January 2003, faculty and staff from several departments, as well as from neighboring Langston University, submitted a proposal to the National Science Foundation Major Research Instrumentation program. In support of the awarded grant, an Itanium2-based Linux cluster is needed.

This Itanium cluster is the University's third supercomputer and will be used to develop software for the TeraGrid, a group of supercomputers located at several supercomputing centers across the United States that behave as a single supercomputing center. A supercomputer is a multiple CPU computer, utilizing increased memory and speed within the combined CPU capacity to make extremely large calculations possible within a reasonable time frame. Currently, the University does not have a supercomputer capable of running Itanium-based software.

A group of eight universities' computers are combined into the TeraGrid, enabling a variety of science and engineering applications including worldwide weather observation, earthquake simulation, and high-energy physics. Much of the new science and engineering software is being written for use on the TeraGrid and must, therefore, be compatible with Intel's new Itanium2 CPU, which is vastly different from Intel's Pentium family of CPUs.

In response to a competitive solicitation, the following ten companies submitted bids, some containing alternate proposals, resulting in a total of sixteen responses to evaluate:

<u>Company</u>	<u>Location</u>
Agilysys, Inc.	Mayfield Heights, Ohio
James River Technical, Inc.	Glen Allen, Virginia
Dell Computer Corporation	Round Rock, Texas
Vion Corporation	Wimberley, Texas
Atipa Technologies	Lawrence, Kansas
Microway, Inc.	Plymouth, Massachusetts
California Digital Corporation	Fremont, California
Western Scientific Technology	San Diego, California
Aspen Systems, Inc.	Wheat Ridge, Colorado
PCPC, Inc.	Houston, Texas

The evaluation committee comprised the following voting and non-voting members. Voting members are principal/co-principal investigators and senior personnel on the National Science Foundation grant funding the purchase.

#### Voting Members

Kelvin Droegemeier, Meteorology/CAPS  
 Kyran (Kim) Mish, Civil Engineering  
 Henry Neeman, OSCER  
 Dimitrios Papavasiliou, Chemical Engineering  
 Pat Skubic, Physics & Astronomy  
 Joel Snow, Langston University Mathematics  
 Dan Weber, CAPS

#### Non-Voting Members

Horst Severini, Physics & Astronomy  
 Tyrrell Conway, Botany & Microbiology  
 Andy Feldt, Physics & Astronomy  
 Brandon George, OSCER  
 Scott Hill, CAPS/OSCER  
 J. Tim Kwiatkowski, Geology & Geophysics  
 S. Lakshmivarahan, Computer Science  
 Alfred Striz, Aerospace & Mechanical Engineering  
 Linda Berardo, CCE, independent evaluator  
 Matt Younkins, Analyst, Information Technology

The evaluation criteria were company reputation/experience and price. Results of the evaluation are as follows:

Company	Weight Of Price WP	Low Price LP	Bid Price BP	Weight of Reputation/ Experience WRE	Reputation Score (Max = 5) RS	Total Score
Aspen 1	80%	\$285,447	\$285,447	20%	5	100.00
Aspen 2	80%	\$285,447	\$311,658	20%	5	93.27
Dell	80%	\$285,447	\$313,372	20%	5	92.87
Atipa	80%	\$285,447	\$317,054	20%	5	92.02
CADig	80%	\$285,447	\$371,900	20%	5	77.40
Micro 1	80%	\$285,447	\$395,463	20%	4.5	75.74
WSM 1	80%	\$285,447	\$407,868	20%	4.5	73.99
ViON	80%	\$285,447	\$379,759	20%	3	72.13
Micro 2	80%	\$285,447	\$446,728	20%	4.5	69.12
James River 1	80%	\$285,447	\$518,992	20%	5	64.00
Agilysis 1	80%	\$285,447	\$531,416	20%	5	62.97
WSM 2	80%	\$285,447	\$513,341	20%	4.5	62.48
PCPC	80%	\$285,447	\$444,837	20%	2	59.33
Agilysis 2	80%	\$285,447	\$698,205	20%	5	52.91
James River 2	80%	\$285,447	\$716,662	20%	5	51.86
James River 3	80%	\$285,447	\$777,651	20%	5	49.36

$$\text{Total Score} = (\text{WP} * (\text{LP} / \text{BP})) + (\text{WRE} * (\text{RS} / 5))$$

The evaluation team determined that alternate bid number 1 from Aspen Systems, Inc. of Wheat Ridge, Colorado in the amount of \$285,447 represented best financial value to the University.

Funds have been identified, are available and set aside in the National Science Foundation Major Research Implementation grant account.

President Boren recommended the Board of Regents authorize the President or his designee to award a contract in the amount of \$285,447 to Aspen Systems, Inc., of Wheat Ridge, Colorado, the low bidder, for a Linux Cluster.

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.

#### **BROADCAST EQUIPMENT FOR THE GAYLORD COLLEGE OF JOURNALISM AND MASS COMMUNICATION - NC**

The University of Oklahoma was one of the first universities in the country to offer broadcast education. It began teaching radio news courses in the late 1930s, and began offering courses in television news in the late 1950s. The School of Journalism was the first in the nation to sponsor a short course in news photography for professional videographers and television news photographers through the National Press Photographers Association Workshop (also known widely among professional television photographers as the "Oklahoma Workshop.") It is still the standard for mid-career professional education in the field. Today, the Gaylord College

of Journalism and Mass Communication offers students practical experience through a daily television newscast, a cable access channel, and a variety of internship opportunities at radio and television stations across the country. This project will upgrade the College's equipment to the latest broadcasting technologies when the new building is complete.

The Gaylord Hall project, with an initial estimated total project cost of \$14 million, was first approved by the Board of Regents at the May 2000 meeting as a part of the comprehensive Campus Master Plan of Capital Improvements Projects for the Norman Campus. The project was again included in the comprehensive Campus Master Plan as approved by the Board in 2001. In May 2002, the Board approved the project with an estimated total project cost of \$17 million. At the October 2002 meeting, the Board approved the design development phase plans, and authorized the preparation of construction documents and receipt of bids for construction of the project.

In connection with construction of Gaylord Hall, broadcast equipment is needed to prepare the space for use. State-of-the-art equipment includes a digital master control and distribution architecture and infrastructure that will allow the University to provide for multi-channel, statewide signal origination from the facility. The learning environment will best prepare students for their future roles in broadcast news, management, programming and production. The College will offer an exciting environment for real-life training in a fully functional and operational broadcast environment. The workspace design will best promote and enable this stimulating and unique broadcast laboratory learning experience.

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

<u>Company</u>	<u>Location</u>
Professional Products Inc.	Gaithersburg, Maryland
Sony Professional Services	San Jose, California
Harris Corporation	Mason, Ohio
Digital Resources AMI	Oklahoma City
Azcar USA, Inc.	Canonsburg, Pennsylvania
The Systems Group	Hoboken, New Jersey

An evaluation team comprising the following individuals graded the responses:

Charles C. Self, Dean, College of Journalism  
 Fred Blevens, Associate Dean, College of Journalism  
 Patrick Bumpas, Rees Associates  
 John FitzRandolph, Beck Associates  
 Ron Rentfrow, WFAA Dallas, Consultant for the Gaylord College of Journalism and  
 Mass Communication  
 David Walker, Staff Architect, A&E Services  
 Monty Roberts, Broadcast Engineer, Gaylord College of Journalism and Mass  
 Communication  
 Lynn Franklin, Broadcast Instructor, Gaylord College of Journalism and Mass  
 Communication  
 Chris Turner, Media Specialist, TV and Satellite Services

The evaluation criteria were quality of equipment, company experience with installations of similar scope, and total cost. Results of the evaluation are as follows:

Company	Location	Equip	Exp	Total Cost
Professional Products	Gaithersburg, MD	ok	yes	1,515,000.00
Sony Professional Svc	San Jose, CA	ok	yes	2,238,238.00
Harris Corporation	Mason, OH	ok	yes	1,771,806.00
Digital Resources AMI	Okla. City, OK	no	no	1,706,078.38
Azcar USA, Inc.	Canonsburg, PA	ok	yes	1,842,690.70
The Systems Group	Hoboken, NJ	ok	?	2,085,043.00

The evaluation team determined that award to Professional Products Inc. of Gaithersburg, MD represented lowest cost to the University.

Funds have been identified, are available and set aside within the Gaylord Hall project account.

President Boren recommended the Board of Regents authorize the President or his designee to award a contract in the amount of \$1,515,000.00 to Professional Products, Inc. of Gaithersburg, MD, the low bidder, for broadcast equipment for the Gaylord College of Journalism and Mass Communication 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.

## **ACADEMIC PERSONNEL ACTIONS**

### Health Sciences Center:

#### LEAVES OF ABSENCE:

Gathers, Angela M., Special Instructor in Otorhinolaryngology, return from leave of absence with pay, December 8, 2003.

Grantham, Vesper Vaughn, Clinical Assistant Professor of Radiologic Technology, leave of absence with pay September 8, 2003 through December 8, 2003. Return from leave of absence with pay December 15, 2003.

#### NEW APPOINTMENTS:

Bryant, Richard M., Ph.D., Assistant Professor of Pediatrics, Tulsa, annualized rate of \$69,000 for 12 months (\$5,750.00 per month), January 1, 2004 through June 30, 2004. New consecutive term appointment.

Burson, Lynne Virginia, Instructor in Obstetrics and Gynecology, Tulsa, annualized rate of \$64,000 for 12 months (\$5,333.33 per month), January 1, 2004 through June 30, 2004.

Galbraith, Wendy Kay, Clinical Assistant Professor of Pharmacy Clinical and Administrative Sciences, Nuclear Pharmacy Manager, and Adjunct Instructor in Radiologic Technology, annualized rate of \$89,327 for 12 months (\$7,443.92 per month), January 1, 2004 through June 30, 2004.

Henson, Van D., D.D.S., Clinical Associate Professor of Oral and Maxillofacial Surgery, annualized rate of \$108,000 for 12 months (\$9,000.00 per month), July 1, 2004 through June 30, 2005.

Kenner, Carole, D.N.S., Professor and Dean of Nursing, annualized rate of \$170,000 for 12 months (\$9,166.67 per month), February 28, 2004 through June 30, 2004. Tenurable base \$110,000. Tenure credentials under review. Administrative supplement of \$60,000 while serving as dean.

Kopke, Richard, M.D., Clinical Professor of Otorhinolaryngology, annualized rate of \$26,839 for 12 months, (\$2,236.58 per month), 0.25 time, March 1, 2004 through June 30, 2004.

Nolen, Robin K., D. O., Assistant Professor of Anesthesiology, annualized rate of \$65,000 for 12 months (\$5,416.67 per month), November 30, 2003 through June 30, 2004. New consecutive term appointment.

Thompson, David M., Ph.D., Assistant Professor of Biostatistics and Epidemiology, annualized rate of \$55,000 for 12 months (\$4,583.33 per month), November 10, 2003 through June 30, 2004. New tenure track appointment.

#### CHANGES:

Beall, Douglas Preston, Associate Professor of Radiological Sciences, Chief, Musculoskeletal Radiology, Director, Fellowship Programs and Program Director, Musculoskeletal Radiology Fellowship; given additional title Adjunct Associate Professor of Orthopedic Surgery, November 1, 2003.

Bogie, Amanda, Clinical Assistant Professor of Pediatrics, salary changed from annualized rate of \$58,500 for 12 months (\$4,875.00 per month), 0.78 time, to annualized rate of \$45,750 for 12 months (\$3,812.50 per month), 0.61 time, December 1, 2003 through June 30, 2004. Change in FTE.

Broyles, Robert Wayne, Professor of Health Administration and Policy and Director of MHA Program, Department of Health Administration and Policy, salary temporarily changed from annualized rate of \$74,200 for 12 months (\$6,183.33 per month) to annualized rate of \$79,200 for 6 months (\$7,016.66 per month), November 1, 2003 through April 30, 2004. Includes administrative supplement of \$5,000 while serving as MHA Director.

Cao, Wei, title changed from Assistant Professor of Research, Department of Ophthalmology, to Assistant Professor of Ophthalmology, July 1, 2003 through June 30, 2004. New tenure track appointment.

Clark, Keith F., Clinical Professor of Otorhinolaryngology salary changed from annualized rate of \$14,088 for 12 months (\$1,173.97 per month), 0.18 time, to without remuneration, January 1, 2004 through June 30, 2004.

Coon, Kim A., Assistant Professor of Psychiatry, Tulsa, salary changed from annualized rate of \$53,302 for 12 months (\$4,441.88 per month) to annualized rate of \$80,000 for 12 months (\$6,666.67 per month), October 1, 2003 through June 30, 2004.

Cuaderes, Elena Teresa, Assistant Professor of Nursing, salary changed from annualized rate of \$42,502 for 12 months (\$3,541.83 per month) to annualized rate of \$44,402 for 6 months (\$3,858.50 per month), January 1, 2004 through June 30, 2004.

Forni, Patricia R., Professor of Nursing, title Dean, College of Nursing, deleted, salary changed from annualized rate of \$137,971 for 12 months (\$11,497.56 per month) to annualized rate of \$126,971 for 12 months (\$10,580.92 per month), March 1, 2004 through June 30, 2004. Removal of administrative supplement of \$11,000 for serving as dean.

Grammas, Paula, Professor of Pathology, Adjunct Professor of Psychiatry and Behavioral Sciences, Adjunct Professor of Geriatrics, and Adjunct Professor of Cell Biology; titles Director, Oklahoma Center for Neuroscience, and The Presbyterian Health Foundation Chair in Neurosciences deleted, salary changed from annualized rate of \$155,664 for 12 months (\$12,972.00 per month) to annualized rate of \$98,520 for 12 months (\$8,210.00 per month), January 1, 2004 through June 30, 2004. Tenured base \$98,520. Removal of OCNS and endowed chair supplement of \$57,144.

Greenwood-Van Meerveld, Beverley, titles changed from Associate Professor of Cell Biology to Associate Professor of Physiology and Associate Director to Director of the Oklahoma Center for Neurosciences; given additional titles The Presbyterian Health Foundation Chair in Neurosciences and Adjunct Associate Professor of Cell Biology, salary changed from \$22,000 for 12 months (\$1,833.33 per month), 0.20 time, to annualized rate of \$151,136 for 12 months (\$12,594.67 per month), full time, October 29, 2003 through June 30, 2004. New consecutive term appointment. Base salary \$81,136. An administrative supplement of \$20,000 while holding endowed chair.

Kropp, Bradley P., Associate Professor of Urology, given additional titles Chief, Pediatric Urology and Vice Chairman of Urology, December 1, 2003.

Lee, Julie, Clinical Assistant Professor of Pediatrics, salary changed from annualized rate of \$65,000 for 12 months (\$5,416.67 per month) to annualized rate of \$60,000 for 12 months (\$3,000.00 per month), 0.60 time, September 1, 2003 through June 30, 2004. Change in FTE.

McGinnis, James F., Professor of Cell Biology and The Doris and Jules Stein Professorship, salary changed from annualized rate of \$156,122 for 12 months (\$13,010.17 per month) to annualized rate of \$149,515 for 12 months (\$12,459.64 per month), January 1, 2004 through June 30, 2004. FY 03-04 Budget correction. Department input error.

Nawar, Ola, Clinical Assistant Professor of Psychiatry and Behavioral Sciences, salary changed from annualized rate of \$35,525 for 12 months (\$2,960.42 per month), 0.50 time, to without remuneration, November 15, 2003 through June 30, 2004.

Phipps, Su, title changed from Clinical Assistant Professor to Assistant Professor of Nursing, January 1, 2003 through June 30, 2004. New tenure track appointment.

Powell, Martin E., title changed from Clinical Assistant Professor to Assistant Professor of Operative Dentistry, January 1, 2004 through June 30, 2004. New consecutive term appointment.

Shadid, Jill, Clinical Assistant Professor of Pharmacy Clinical and Administrative Sciences and Alternate Pathway Program Coordinator, given additional title Director of Pharmacy Operations, salary changed from annualized rate of \$69,432 for 12 months (\$5,786.00 per month) to annualized rate of \$85,600 for 12 months (\$7,133.33 per month), November 1, 2003 through June 30, 2004. Includes administrative supplement of \$16,168 while serving as Director of Pharmacy Operations.

Sullivan, Carole A., Dean, College of Allied Health, The Stuart Coulter Miller Professorship of Allied Health, Professor of Radiologic Technology, Adjunct Professor of Allied Health Sciences, and Interim Chair of Nutritional Sciences, salary changed from annualized rate of \$146,474 for 12 months (\$12,206.17 per month) to annualized rate of \$166,474 for 12 months (\$13,872.84 per month), January 1, 2004 through June 30, 2004. Equity adjustment.



Trewyn, Renee, Clinical Assistant Professor of Pharmacy Clinical and Administrative Sciences, Tulsa, and Adjunct Assistant Professor of Pediatrics, Tulsa, salary changed from annualized rate of \$74,864 for 12 months (\$6,238.67 per month) to annualized rate of \$7,486 for 12 months (\$623.87 per month), 0.10 time, November 1, 2003 through June 30, 2004. Change in FTE.

Winn, Jan Marie, Associate Professor of Radiologic Technology, Vice Chair of Radiologic Technology, Program Director of Nuclear Medicine, Department of Radiologic Technology, and Adjunct Associate Professor of Allied Health Sciences, given additional title Program Director, Bachelor of Sciences in Radiation Sciences, November 13, 2003.

Wurdeman, Judy Kay, Clinical Assistant Professor of Family and Preventive Medicine, salary changed from annualized rate of \$1,000 for 12 months (\$83.33 per month), 0.25 time, to annualized rate of \$35,000 for 12 months (\$2,916.67 per month), 0.60 time, November 1, 2003 through June 30, 2004. Change in FTE.

Yeager, Lynn LaFevers, Assistant Professor of Health Sciences Library and Information Management, Adjunct Assistant Professor of Allied Health Sciences and Education Librarian, Schusterman Center Library, salary changed from annualized rate of \$31,000 for 12 months (\$2,583.33 per month) to annualized rate of \$34,000 for 12 months (\$2,833.33 per month), October 1, 2003 through June 30, 2004. Equity adjustment.

#### RESIGNATIONS AND/OR TERMINATIONS:

Donovan, James F., Professor of Urology, December 31, 2003 (with accrued vacation through February 6, 2004).

Eid, Alain Andre, Assistant Professor of Medicine, November 30, 2003 (with accrued vacation through January 9, 2004).

Gregory, Mark E., Clinical Associate Professor of Family and Preventive Medicine, November 1, 2003.

Rogers, David L., Assistant Professor of Family and Preventive Medicine, October 24, 2003.

Sprouse, Kim West, Instructor in Obstetrics and Gynecology, December 15, 2003.

#### RETIREMENTS:

Houk, Paul C., Clinical Professor of Medicine, October 1, 2003; named Clinical Professor Emeritus of Medicine.

Jordan, Frederick B., Clinical Professor of Pathology, January 1, 2004; named Clinical Professor Emeritus of Pathology. Approval of Emeritus title only.

Kopta, Joseph Antony, Clinical Professor of Orthopedic Surgery and Rehabilitation, November 1, 2003; named Professor Emeritus of Orthopedic Surgery and Rehabilitation. Approval of Emeritus title only. Retirement previously approved, June 25, 1997.

Norman Campus:

## LEAVES OF ABSENCE:

Castagna, John P., Professor of Geology and Geophysics; Edward Lamb McCollough Chair in Geology and Geophysics; and Director, Institute for Exploration and Developmental Geology, leave of absence without pay, January 20, 2004 through May 15, 2004.

Pope, Myron L., Assistant Professor of Educational Leadership and Policy Studies, leave of absence without pay, January 1, 2004 through May 15, 2004 and August 16, 2004 through December 31, 2004.

Yoon, Yong T., Assistant Professor of Electrical Engineering, leave of absence without pay, January 1, 2004 through May 15, 2004. Personal reasons.

## NEW APPOINTMENTS:

Antell, Karen E., Assistant Professor of Bibliography and Engineering Librarian, University Libraries, annualized rate of \$38,000 for 12 months (\$3,166.67 per month), January 1, 2004 through June 30, 2004. New tenure-track faculty.

Backus, Mary S., J.D., Associate Professor of Law, annualized rate of \$75,000 for 9 months (\$8,333.00 per month), August 16, 2004 through May 15, 2005. New tenure-track faculty.

Bolino, Mark C., Ph.D., Associate Professor of Management, annualized rate of \$102,000 for 9 months (\$11,333.33 per month), August 16, 2004 through May 15, 2005. New tenure-track faculty.

Carmack, William R., Regents' Professor Emeritus of Communication, appointed to Public and Community Service, College of Continuing Education Public Service Institute, annualized rate of \$14,640 for 12 months (\$1,220.00 per month), 0.20 time, November 1, 2003. Paid from grant funds; subject to availability of funds.

Hackney, Jennifer K., Ph.D., Lecturer of Sociology, annualized rate of \$38,000 for 9 months (\$4,222.22 per month), August 16, 2004 through May 15, 2007. Three-year renewable term appointment.

Lee, Rima C., Postdoctoral Research Associate, Fred Jones, Jr. Museum of Art, annualized rate of \$25,000 for 12 months (\$2,083.33 per month), January 1, 2004 through March 31, 2004. Approval of Nepotism Waiver Management Plan.

## REAPPOINTMENT:

Crain, Gerald E., reappointed to a two and one-half year renewable term as Professor and Director of the School of Electrical and Computer Engineering, salary remains at annualized rate of \$117,798 for 12 months (\$9,816.50 per month), July 1, 2002 through December 31, 2004.

## CHANGES:

Barwick-Snell, Katherine L., Assistant Professor of Human Relations, additional stipend of \$4,400 for increased teaching duties in the Department of Human Relations, January 1, 2004 through May 15, 2004.

Bemben, Debra A., Associate Professor of Health and Exercise Science, additional stipend of \$4,700 for increased teaching duties in the Department of Health and Exercise Science, January 1, 2004 through May 15, 2004.

Cherry, Jr., Andrew L., Professor of Social Work and Oklahoma Medicaid Endowed Professor in Mental Health, award of tenure recommended September 19, 2003.

Colin, Jose J., Lecturer of Modern Languages, Literatures and Linguistics, additional stipend of \$4,100 for increased teaching duties in the Department of Modern Languages, Literatures and Linguistics, January 1, 2004 through May 15, 2004.

Damphousse, Kelly R., Associate Professor of Sociology, additional stipend of \$4,700 for increased teaching duties in the Department of Sociology, January 1, 2004 through May 15, 2004.

Deming, David, title changed from Associate Professor of Geology and Geophysics to Associate Professor of Geosciences in the College of Geosciences, January 1, 2004.

Elmore, Richard D., Professor of Geology and Geophysics, title Robert E. and Doris Klabzuba Professor changed to Robert E. and Doris Klabzuba Chair, January 1, 2004. Robert E. and Doris Klabzuba Professorship upgraded to Chair.

Franzese, Robert J., Lecturer of Sociology, additional stipend of \$4,100 for increased teaching duties in the Department of Sociology, January 1, 2004 through May 15, 2004.

Hahn, Sowon, Assistant Professor of Psychology, additional stipend of \$4,400 for increased teaching duties in the Department of Psychology, January 1, 2004 through May 15, 2004.

Henderson, George E., David Ross Boyd Professor; Goldman Professor of Human Relations; Regents' Professor; Professor of Education; and Associate Professor of Sociology, additional stipend of \$5,000 for increased teaching duties in the Department of Human Relations, January 1, 2004 through May 15, 2004.

Holmes, Gary E., Associate Professor of Human Relations, additional stipend of \$4,700 for increased teaching duties in the Department of Human Relations, January 1, 2004 through May 15, 2004.

Hubbard, Robert A., Visiting Senior Research Associate, Petroleum and Geological Engineering and Curtis W. Mewbourne Visiting Chair #2 in Petroleum Engineering, salary changed from annualized rate of \$80,000 for 12 months (\$6,666.66 per month), 0.80 time, to annualized rate of \$60,000 for 12 months (\$5,000.00 per month), 0.60 time, January 1, 2004. Reduced workload.

Karriker, Alexandra H., Professor of Modern Languages, Literatures and Linguistics and Women's Studies, additional stipend of \$5,000 for increased teaching duties in the Department of Modern Languages, Literatures and Linguistics, January 1, 2004 through May 15, 2004.

McDougall, Gordon, Professor of Drama, delete title Director of the School of Drama, salary changed from annualized rate of \$110,000 for 12 months (\$9,166.66 per month) to annualized rate of \$82,500 for 9 months (\$9,166.66 per month), January 1, 2004. Changing from 12-month academic administrator to 9-month faculty.

Nelson, Ella J., Professor of Music, delete title Associate Dean, College of Fine Arts, salary changed from annualized rate of \$73,760 for 9 months (\$8,195.55 per month) to annualized rate of \$64,760 for 9 months (\$7,195.55 per month), January 1, 2004. Resigned to return to full-time teaching.

Nostrand, Richard L., Davis Ross Boyd Professor of Geography, given additional title Interim Chair of the Department of Geography, salary remains at annualized rate of \$72,406 for 9 months (\$8,045.11 per month), January 1, 2004. Assuming duties of Interim Academic Chair for Geography until a permanent chair can be hired. Changing from 9-month faculty to 9-month academic administrator.

Orr, Thomas E., Visiting Assistant Professor of Drama, given additional title Interim Director of the School of Drama, salary changed from annualized rate of \$42,000 for 9 months (\$4,666.67 per month) to annualized rate of \$69,500 for 12 months (\$5,791.66 per month), January 1, 2004. Changing from 9-month faculty to 12-month academic administrator

Palmer, Robert D., Professor of Meteorology and Adjunct Professor of Electrical Engineering, award of tenure recommended November 24, 2003.

Rai, Chandra S., Professor of Petroleum and Geological Engineering, given additional title Curtis W. Mewbourne Chair #1, salary remains at annualized rate of \$106,090 for 9 months (\$11,787.78 per month), August 16, 2003.

Sharp, Susan F., Associate Professor of Sociology, additional stipend of \$4,700 for increased teaching duties in the Department of Sociology, January 1, 2004 through May 15, 2004.

Sondergeld, Carl H., Professor of Petroleum and Geological Engineering, given additional title Curtis W. Mewbourne Chair #2, salary remains at annualized rate of \$106,090 for 9 months (\$11,787.78 per month), January 1, 2004.

Spears, Bruce R., Research Associate, Petroleum and Geological Engineering, salary changed from annualized rate of \$74,448 for 12 months (\$6,204.04 per month), 1.00 time, to annualized rate of \$37,224 for 12 months (\$3,102.02 per month), 0.50 time, January 1, 2004. Reduced workload.

Wallach, Bret, Professor of Geography, delete title Chair, Department of Geography, salary changed from annualized rate of \$97,453 for 12 months (\$8,121.08 per month) to annualized rate of \$73,090 for 9 months (\$8,121.08 per month), January 1, 2004. Changing from 12-month academic administrator to 9-month faculty.

Whiteley, Marvin, Assistant Professor of Botany and Microbiology, given additional title Interim Director of a Gene Expression Center, salary changed from annualized rate of \$50,000 for 9 months (\$5,555.56 per month) to annualized rate of \$55,555 for 9 months (\$6,172.84 per month), December 1, 2003. Paid from grant funds; subject to availability of funds. Additional research title.

#### RESIGNATIONS AND/OR TERMINATIONS:

Carter, Kevin R., Clinical Assistant Professor of Social Work, January 10, 2004.

Clay, Robert M., Visiting Research Associate, Civil Engineering and Environmental Science, October 1, 2003.

Doswell, III, Charles A., Senior Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, January 15, 2004.

Jahn, David E., Research Scientist and Associate Director, Center for the Analysis and Prediction of Storms, January 7, 2004.

Smith, Chad D., Associate Professor of Art, January 1, 2004.

Taylor, Lee M., Visiting Research Associate, Civil Engineering and Environmental Science, October 1, 2003.

Additional Norman Campus Change:

Elmore, Richard D., Professor of Geology and Geophysics and Robert E. and Doris Klabzuba Chair, delete title Associate Dean, College of Geosciences, given additional title Interim Associate Provost, salary changed from annualized rate of \$146,390 for 12 months (\$12,199.17 per month) to annualized rate of \$155,000 for 12 months (\$12,916.67 per month), January 1, 2004. Appointment split .625 FTE as Interim Associate Provost and .375 FTE in the School of Geology and Geophysics.

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.

## **ADMINISTRATIVE AND PROFESSIONAL PERSONNEL ACTIONS**

### Health Sciences Center:

#### **CHANGES:**

Corff, Karen, Nurse Practitioner, Department of Pediatrics, salary change from annualized rate of \$71,159 for 12 months (\$5,929.92 per month) to annualized rate of \$76,500 for 12 months (\$6,375.00 per month), July 1, 2003. Professional Staff. Affiliation Agreement.

Harned, E'Shaina, Associate Director of Marketing/Outreach, OU Physicians, leave of absence with pay from December 8, 2003 to March 8, 2004. Administrative Staff. FMLA

Harris, Choise Gwen, Neonatal Nurse Clinician, Department of Pediatrics, salary change from annualized rate of \$59,807 for 12 months (\$4,983.92 per month) to annualized rate of \$66,500 for 12 months (\$5,541.67 per month), July 1, 2003. Professional Staff. Affiliation Agreement.

Kenney, Edith, Neonatal Nurse Clinician, Department of Pediatrics, salary change from annualized rate of \$56,715 for 12 months (\$4,726.25 per month) to annualized rate of \$63,500 for 12 months (\$5,291.67 per month), July 1, 2003. Professional Staff. Affiliation Agreement.

Klein, Jason, Nurse Practitioner, Department of Urology, salary changed from annualized rate of \$60,500 for 12 months (\$5,041.67 per month) to annualized rate of \$63,525 for 12 months (\$5,293.75 per month), November 10, 2003. Professional Staff. Probationary Increase.

Lang, Lo, Nurse Practitioner, Department of Pediatrics, salary change from annualized rate of \$55,105 for 12 months (\$4,592.08 per month) to annualized rate of \$61,500 for 12 months (\$5,125.00 per month), July 1, 2003. Professional Staff. Affiliation Agreement.

McCann, Debra, Neonatal Nurse Clinician, Department of Pediatrics, salary change from annualized rate of \$65,229 for 12 months (\$5,435.75 per month) to annualized rate of \$71,000 for 12 months (\$5,916.67 per month), July 1, 2003. Professional Staff. Affiliation Agreement.

McCoy, Michael, Neonatal Nurse Clinician, Department of Pediatrics, salary change from annualized rate of \$66,642 for 12 months (\$5,553.50 per month) to annualized rate of \$70,500 for 12 months (\$5,875.00 per month), July 1, 2003. Professional Staff. Affiliation Agreement.

Miller, Margie Jean, title changed from Associate Director of Continuing Medical Education to Director of Continuing Medical Education, Department of Medicine, salary changed from annualized rate of \$55,292 for 12 months (\$4,607.67 per month) to annualized rate of \$60,000 for 12 months (\$5,000.00 per month), December 1, 2003. Administrative Staff.

Rich, Jaynie, Neonatal Nurse Clinician, Department of Pediatrics, salary change from annualized rate of \$62,891 for 12 months (\$5,240.92 per month) to annualized rate of \$66,500 for 12 months (\$5,541.67 per month), July 1, 2003. Professional Staff. Affiliation Agreement.

Rao, Velvadapu, title changed from Rapid Application Development Specialist II to Senior Rapid Application Development Specialist, Information Technology, salary changed from annualized rate of \$55,000 for 12 months (\$4,583.33 per month) to annualized rate of \$70,000 for 12 months (\$5,833.33 per month), January 1, 2004. Automatic Data Processing Staff.

Promotion

Terhune, Michelle, Neonatal Nurse Clinician, Department of Pediatrics, salary change from annualized rate of \$59,807 for 12 months (\$4,983.92 per month) to annualized rate of \$63,500 for 12 months (\$5,291.67 per month), July 1, 2003. Professional Staff. Affiliation Agreement.

White, James R., title changed from Director of Financial Services to Director of Strategic Business Development, OU Physicians, October 1, 2003. Administrative Staff. Title Change.

#### RESIGNATION AND/OR TERMINATION:

Ashley, Charles Robert, Director of Development, Department of Alumni & Development, December 17, 2003. Administrative Officer. Resignation.

#### Norman Campus:

#### NEW APPOINTMENTS:

Ashmore, Steven S., Staff Attorney, Legal Counsel, annualized rate of \$68,000.00 for 12 months (\$5,666.67 per month), January 5, 2004. Professional Staff.

Bristol, Gary L., Information Technology Analyst III, Information Technology, annualized rate of \$70,000 for 12 months (\$5,833.34 per month), January 1, 2004. Managerial Staff.

Warren, John P., Compliance Officer for the Al Sharaka Project, Academic Programs, College of Continuing Education, annualized rate of \$106,600 for 12 months (\$8,883.33 per month), December 8, 2003. Service and Operations Staff. Paid from grant funds; subject to availability of funds.

#### CHANGES:

Burgess, Donald W., Special Project Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$131,186 for 12 months (\$10,932.18 per month), 1.00 time, to annualized rate of \$65,593 for 12 months, (\$5,466.09 per month), 0.50 time, December 1, 2003. Paid from grant funds; subject to availability of funds.

Doty, Timothy M., title changed from Graduate Teaching Assistant to Interim Director of the Writing Center, [Temporary Employee Monthly with benefits] annualized rate of \$25,000 for 12 months (\$2,083.33 per month), January 1, 2004. Administrative Staff. Approval of Nepotism Waiver Management Plan. Not eligible to apply for permanent position per agreement.

Haley-Seikel, Cynthia A., Program Administrator III, College of Continuing Education University Services, salary changed from annualized rate of \$75,234 for 12 months (\$6,269.47 per month) to annualized rate of \$77,958 for 12 months (\$6,496.53 per month), February 1, 2004. Managerial Staff. Paid from contract funds; subject to availability of funds.

Hamilton, Connie L., Assistant to the Provost [Managerial Associate II], Provost Office, salary changed from annualized rate of \$54,201 for 12 months (\$4,516.75 per month) to annualized rate of \$60,201 for 12 months (\$5,016.75 per month), January 1, 2004. Managerial Staff. Retention Increase/Counter Offer.

Keller, Fred L., title changed from Information Technology Analyst II to Information Technology Analyst III, Information Technology, salary remains at \$85,000 for 12 months (\$7083.34 per month), January 1, 2004. Managerial Staff.

Nguyen, Tuan, title changed from Hourly Temporary with Benefits to Information Technology Analyst III, Information Technology, salary changed from annualized rate of \$62,504 (\$5,208.67 per month) to annualized rate of \$68,000 (\$5,666.67 per month), January 1, 2004. Managerial Staff.

Sewell, Michael, Information Technology Analyst III, Information Technology, salary changed from an annualized rate of \$65,000 (\$5,416.67 per month) to an annualized rate of \$70,000 (\$5,833.33 per month), January 1, 2004. Managerial Staff.

Wahlmeier, Nathaniel L., title changed from Information Technology Analyst II to Information Technology Analyst III, Information Technology, salary remains at \$85,000 for 12 months (\$7083.34 per month), January 1, 2004. Managerial Staff.

#### RESIGNATION AND/OR TERMINATION:

Edmond, Corey, T., Trainer/Health Services Associate I, Athletics-Weight Training, January 9, 2004. Professional Staff.

Stoops, Mike, Associate Head Coach and Co-Defensive Coordinator, Athletics-Football, January 5, 2004. Professional Staff.

#### Additional Personnel Actions:

#### NEW APPOINTMENT:

Pelini, Mark, Assistant Football Coach, Athletic Department, annualized rate of \$160,000 for 12 months (\$13,333.33 per month), and annualized rate of \$20,000 for additional and outside compensation from unrestricted private funds for 12 months, and bonuses including two months Base Salary for a National Championship, January 21, 2004. Professional Staff.

#### CHANGE:

Kolok, Scott, Assistant Strength Coach, Athletic Department, salary changed from annualized rate of \$35,000 for 12 months (\$2,916.67 per month) to \$65,000 for 12 months (\$5,416.67 per month), February 1, 2004. Professional Staff. Internal promotion, assuming the duties of Corey Edmond who resigned.

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.

**STUDENT HOUSING - NC**

This item was pulled from consideration prior to the Regents' meeting.

**PARKING REFUNDING REVENUE BONDS - NC**

The continuing decline in tax-exempt interest rates has created a significant refunding opportunity related to the University's Series 1996A Parking Revenue Notes. The following table shows the savings available in the current interest rate environment by refunding the entire Series 1996A Parking Revenue Notes.

Net Present Value Savings	\$137,000
Net Present Value Savings as a % of Refunded Bonds	11.63%
Par Amount of 1996A Notes Refunded	\$1,178,000
Par Amount of 2004 Refunding Bonds	\$1,200,000
Average Interest Rate on Series 1996A Notes	6.29%
Average Interest Rate on Series 2004 Bonds	3.15%
Source: Prepared by Governmental Finance of Oklahoma, Inc. Refunding analysis dated January 8, 2004.	

The University's administration has competitively solicited Bond Counsel and Financial Advisor services to coordinate the issuance of the proposed refunding revenue bonds.

Preparation of the disclosure statement (often referred to as the Preliminary Official Statement or POS) will be coordinated by the Financial Advisor with direction and input from the University's administration, Bond Counsel, and The State Bond Advisor (the financing team). The POS will be submitted to the appropriate oversight organizations for review, approval and rating and will be used by the financing team to determine an appropriate plan of financing the project. Due to the complexity of issuing refunding debt, it is likely the plan of financing will recommend that an underwriter be selected to insure a favorable negotiated, as opposed to competitive, sales effort.



The project is expected to generate sufficient long-term cash flows from Parking System fees to fund debt service. In conjunction with the appointed Bond Counsel and Financial Advisor, the University's administration recommends that it be authorized to determine an appropriate plan of financing the project and prepare and distribute the documents necessary to disclose material information on the purpose of the debt and how it will be repaid.

In relation to the plan of financing, the Board of Regents covenants to fix, establish, maintain and collect such rates, fees and charges for the use and services of the system as, in the judgment of the Board, will provide revenues sufficient to:


- (1) Pay the reasonable cost of operating and maintaining the facilities;
- (2) Pay principal of and interest on the Bonds;
- (3) Enable Parking System Net Revenues each year to equal at least 125% of the required debt service on any outstanding bonds payable from the Net Revenues of the facilities; and,
- (4) Maintain any reserve requirements for the Reserve Account securing any bonds payable from the Net Revenues of the facilities.

President Boren recommended the Board of Regents:

- I. Authorize and approve the issuance of the Parking Refunding Revenue Bonds, Series 2004, in an approximate amount of \$1,200,000 which will refund the Parking Revenue Notes, Series 1996A, the proceeds of which were used by The University of Oklahoma for its projects;
- II. Authorize and approve the borrowing of funds for the purpose of refunding the 1996A notes and paying normal costs of issuance related thereto;
- III. Authorize and approve a Resolution dated as of this date authorizing the form of the financing documents related thereto;
- IV. Approve and authorize the award of the sale of the Bonds on either a competitive or negotiated basis based upon the final determination of the financing team and as approved by the State Bond Advisor and as determined to be in the best financial interest of The University of Oklahoma and authorizing the Vice President for Administrative and Executive Affairs and the Associate Vice President for Administrative Affairs and Chief Financial Officer of The University of Oklahoma - Norman Campus to do all things necessary to consummate the transaction contemplated herein including, but not limited to, execution and delivery of any and all closing documents;
- V. Authorize the Chairman, Vice-Chairman and Executive Secretary of the Board of Regents of The University of Oklahoma to execute and deliver all necessary financing documents and related closing documents required by Bond Counsel; and,
- VI. Authorize the officers of The University of Oklahoma to execute any closing documents required by Bond Counsel and to take any further action required to consummate the transaction contemplated herein.

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.

There being no further business, the meeting adjourned at 11:41 a.m.

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

The Board of Regents is vested with the governance of the University. Within its authority is the governance of the administration and management of the University, including without limitation, powers and duties of the Board of Regents, Presidential succession, and administrative searches. Specific provisions pertaining to the management of the University and related matters may be set forth in the Faculty and Staff Handbooks, student handbooks, and/or other official policy documents of the University. Any modification to a Board of Regents policy in the policy documents referred to above or elsewhere must be made through action of the Board of Regents.

## **1.1—FUNCTIONS OF THE UNIVERSITY ~~HES~~**

The broad functions of ~~Cameron University and Rogers State~~ the University as assigned by the Oklahoma State Regents for Higher Education, include:

- a) Both lower and upper-division undergraduate study in several fields leading to the associate degree and the bachelor's degree;
- b) A limited number of programs leading toward the first-professional degree when appropriate to an institution's strengths and the needs of the state;
- c) Graduate study below the ~~doctor's~~ doctoral level, primarily in teacher education but moving toward limited comprehensiveness in fields related to Oklahoma's manpower needs;
- d) Extension and public service responsibilities in the geographic regions in which they are located;
- e) Responsibility for institutional and applied research in those areas related closely to their program assignments; and
- f) Responsibility for regional programs of economic development.

## 1.2—BOARD OF REGENTS

### 1.2.1—ADMINISTRATION

As provided by law, ~~the Board~~ Board of Regents ~~of Regents of~~ of ~~the~~ University of Oklahoma, ~~thereafter, (hereafter~~ “The Board of Regents” or “Regents” as the context permits) shall adopt such rules and regulations, as it deems necessary, to govern its proceedings and the conduct of its business. It shall annually elect a Chair, a Vice Chair, and an Executive Secretary, each of whom shall serve a term of one year and until a successor is elected and qualified, and who shall have such powers and duties as may be prescribed by the ~~Board~~ Board of Regents. The Executive Secretary of the Board of Regents, who need not be a member of the ~~Board~~ Board of Regents, shall keep a record of all transactions of the ~~Board~~ Board of Regents. The ~~Board~~ Board of Regents shall adopt an official seal.

### 1.2.2—AGENDA FOR MEETINGS

The Chair of the Board of Regents will prepare and approve all items to be placed on the agenda for the Board of Regents' meetings, which authority may be delegated to the ~~president~~ Presidents of the Universities and the Executive Secretary of the Board of Regents for preliminary preparation. Other items requested by any three Regents will be placed on the agenda.

### 1.2.3—EDUCATION PROGRAM

Unless otherwise prohibited by law, each person appointed ~~on or after January 1, 1991,~~ as a member of the Board of Regents ~~for an institution or group of institutions within The Oklahoma State System of Higher Education~~ shall be required to attend a minimum of fifteen ~~(15)~~ clock hours of continuing education during the first two ~~(2)~~ years of the term of office of the member. At least two of the fifteen hours must be in ethics. The continuing education requirement shall be governed by courses which shall satisfy the continuing education requirement, shall be held within this State and shall be selected by the Oklahoma State Regents for Higher Education. The Attorney General shall advise the Oklahoma State Regents for Higher Education on the selection of continuing education courses.

The State Regents' Education Program is mandated by state law. It is the intent of the Oklahoma Legislature that ~~the failure by a member of the Board of Regents to satisfy the continuing education requirements of this section shall may~~ disqualify such member from being reappointed to the membership of the Board of Regents to which such a person is a member or from being appointed to the membership of any other ~~Board of~~ Regents of any institution or group of institutions within ~~the~~ Oklahoma State System of Higher Education.

~~The Oklahoma State Regents for Higher Education shall provide opportunities for Regents to complete said continuing education at various locations within the State. At least half of said opportunities shall be scheduled outside of the major population centers. (O.S. 1991, Title 70, § 3228)~~

## 1.2.4—ESTABLISHMENT

- a) The Board of Regents, provided for by Section 8, Article XIII, Oklahoma Constitution, shall constitute a body corporate by the name of Regents of ~~the~~The University of Oklahoma and shall be the government of The University of Oklahoma, Cameron University, and Rogers State University. ~~The Board of Regents~~ shall consist of seven members to be appointed by the Governor by and with the advice and consent of the Senate.
- b) Appointments shall be to numbered positions on the ~~Board~~Board of Regents.
- c) No member of the ~~Board~~Board of Regents shall be employed upon any work to be performed in connection with ~~The University of Oklahoma, Cameron University, or Rogers State University~~, nor shall any member of said ~~Board~~Board of Regents enter into any contract or business transaction involving a financial consideration with The University of Oklahoma, Cameron University, or Rogers State University.
- d) Members of the ~~Board~~Board of Regents shall be subject to removal from office as provided by law for the removal of elective officers not liable to impeachment.
- e) Vacancies on the ~~Board~~Board of Regents shall be filled by the Governor, for the unexpired term, by and with the advice and consent of the Senate.
- f) ~~Each member of the Board of Regents of The University of Oklahoma shall take and subscribe to the oaths required of State officials, as provided by law, generally. (O.S. Supp. 1999, Title 70, § 3302, 3303(a))~~

## 1.2.5—OFFICIAL COMMUNICATIONS

- a) The proper channel through which recommendations concerning the policies and/or administration of its governed entities, as a whole or in any of its parts, should be communicated to the Legislature or other State officials are the ~~P~~presidents of the ~~U~~universities and the ~~Board~~Board of Regents. Further, any official statement made on behalf of the Board of Regents to the public through the press or otherwise, shall be made only by the Chair of the Board of Regents; provided, the ~~president~~Presidents of the ~~U~~universities or their designees may publicly explain prior ~~Board~~Board of Regents' action as deemed necessary and proper.
- b) Nothing in the preceding subsection "a" ~~(a)~~ is intended to or should be construed to abridge the rights and privileges of individual Regents to publicly express their personal opinions on any matter or to abridge constitutional rights of employees to comment on matters of public concern or to prohibit any other rights of communication established by law.

## 1.2.6—POWERS AND DUTIES

The Board of Regents ~~shall have been constitutionally and statutorily vested (hereafter, "vested") with the supervision, management and control of Cameron University and of Rogers State the University~~ and shall have the following additional powers and duties:

- a) Adopt such rules and regulations, as it deems necessary, to govern ~~the Cameron University and Rogers State University~~.
- b) Employ and fix the compensation and duties of such personnel, as it deems necessary, including architects, attorneys, engineers and other professional and technical persons, for its operation and for the operation of ~~the Cameron University and Rogers State University~~. Any of such personnel having custody of public funds or other public property may be required to furnish corporate surety bonds in such amounts as may be deemed necessary by the ~~Board~~Board of Regents, payable to the State of Oklahoma and conditioned upon a faithful accounting of all such funds and property.
- c) Enter into contracts; purchase supplies, material and equipment; and incur such other expenses as may be necessary to make any of its powers effective.
- d) Authorize officials of ~~the Cameron University and of Rogers State University~~ to act in its behalf in the making of contracts; or in carrying out the powers conferred upon it.
- e) Receive and make disposition of moneys, grants, and property from ~~f~~Federal agencies, and administer the same in accordance with ~~f~~Federal requirements.
- f) Accept gifts of real and personal property, money, and other things, and use or dispose of the same in accordance with the directions of the donors or grantors thereof.
- g) Direct the disposition of all moneys appropriated by the Legislature or by the Congress or derived from the sale of bonds or received from any other source by ~~the Cameron University and Rogers State University~~.
- h) Acquire and take title to real and personal property in its name, on behalf of ~~the Cameron University and on behalf of Rogers State University~~ and convey, exchange or dispose of, or otherwise manage or control, such property in the interest of ~~the Cameron University and Rogers State University~~ including the granting of leases, permits, easements and licenses over or upon any such real property. The ~~Board~~Board of Regents shall have the power to institute legal action in the name of the Board of Regents before any court having jurisdiction of such actions. The ~~Board~~Board of Regents shall have the custody and control of abstracts of title and instruments affecting the ownership of or title to real property belonging to the ~~Board~~Board of Regents, and being held by the Board on behalf of ~~the Cameron University, and on behalf of Rogers State University~~.
- i) Have supervision and charge of the construction of all buildings at ~~the Cameron University and Rogers State University~~.

- j) Determine the need for and cause to be constructed, residence halls and other buildings, on a self-liquidating basis, at ~~the Cameron University and at Rogers State University.~~
- k) Establish and maintain plans for tenure and retirement of employees of the ~~BoardBoard of Regents, and of and the Cameron University and Rogers State University,~~ and for payment of deferred compensation of such employees; and make available health, vision, dental, life, and accidental death and disability benefits for such employees and their dependents. The ~~BoardBoard of Regents~~ may pay for all or a part of the cost thereof for employees, with funds available for the operation of the ~~institutionUniversity.~~ Amounts payable by an employee for such insurance or annuity contracts may, with the consent of the employee, be deducted from payroll.
- l) Audit all accounts against the funds appropriated for the use and maintenance of ~~the Cameron University and Rogers State University~~ and the State Treasurer shall issue warrants for the amount of all accounts, including salaries and expenses of said ~~BoardBoard of Regents,~~ which shall have been audited and allowed by the Board of Regents and attested by the Secretary of the Board, ~~the President of Cameron University, and the President of Rogers State University.~~
- m) Provide penalties and forfeitures by way of damages and otherwise for the violation of rules and regulations of the ~~BoardBoard of Regents,~~ which may be sued for and collected in the name of the ~~BoardBoard of Regents~~ before any court having jurisdiction in such actions.

~~n) Do all things necessary and convenient to carry out the powers expressly granted to it by the Constitution and the laws of the State, and to make the Cameron University and Rogers State University effective for the purposes for which they are maintained and operated and the enumeration herein of certain powers and immunities of the Board of Regents of the University shall not be construed as in derogation or as a limitation of the powers and immunities properly belonging to the BoardBoard of Regents in the government of the Cameron University and Rogers State University, by virtue of Section 8, Article XIII of the Constitution. (O.S. Supp. 1999, Title 70, § 3305)~~

#### 1.2.7—TRAVEL EXPENSES

Members of the ~~BoardBoard of Regents~~ shall be allowed necessary travel expenses as may be approved by the ~~BoardBoard of Regents~~ and as are reasonably incurred in the discharge of their obligations on behalf of any governed entity and will be reimbursed in accordance with the applicable State Travel Reimbursement Act. (O.S. 1999, Title 70, § 3303[b])

## 1.3—ACTING PRESIDENT

On occasion the President of ~~the Cameron University and/or the President of Rogers State University~~, on account of official business, vacation, illness, or other unavoidable cause, are absent from their respective campuses. During such absences, it is essential that provision be made so that official business may proceed. Therefore, in the temporary absence of the ~~president~~President, the order of succession for ~~the Cameron University and Rogers State University~~ will be as follows:

### CAMERON UNIVERSITY

Provost

Vice President for Business and Finance

### ROGERS STATE UNIVERSITY

Vice President for Academic Affairs

Vice President for Business Affairs

In the event any of the above named positions are filled by persons in an acting or interim capacity, the line of succession shall automatically be directed to the next position.

In the event ~~any of -the president~~Presidents of the universities shall resign, be incapacitated, be on an extended leave of absence, or otherwise be unable to perform the duties of President for a period in excess of 30 days, an Acting or Interim President shall be designated by the Board of Regents. The Acting or Interim President shall have all powers, duties and responsibilities normally held by the ~~P~~presidents of the Universities.



## 1.4—ADMINISTRATIVE SEARCH COMMITTEES

The selection of the ~~president~~ Presidents and other administrators is the responsibility of the Board of Regents, and any process leading to that selection is the prerogative of the particular Board of Regents in office at the time the selection process is to be initiated. ~~It is suggested that administrative search committees make nominations and recommendations concerning candidates and that the president~~ Presidents of the universities and the Board of Regents be guided by them in most instances, but it is understood that the ~~president~~ Presidents of the Universities and the Board of Regents shall not be bound by nor limited to nominations and recommendations of administrative search committees.

### PRESIDENTS OF THE UNIVERSITIES

It is recommended that presidential search committees have representation by faculty, student(s), and staff. The Board of Regents ~~would appoints~~ these members from nominees selected by the official faculty, ~~staff~~ and student governance organizations on each campus. Staff nominees will be selected by the senior academic officer of the University. Faculty members shall constitute a majority of search committee ~~those members chosen from the faculty, staff, and students.~~

There shall be twice as many nominees as there are positions. The Board of Regents ~~shall~~ may designate other members as deemed appropriate.

### PROVOSTS, VICE PRESIDENTS AND ~~VICE PROVOSTS~~

The committee shall have faculty, student, and staff representation. The ~~P~~ Presidents of the Universities shall appoint these members from nominees selected by the official faculty, ~~staff~~ and student governance organizations on each campus. ~~Staff nominees will be selected by the President in consultation with the Vice Presidents and Provost.~~ There shall be twice as many nominees as there are positions. The ~~P~~ Presidents of the Universities may designate other members as deemed appropriate.

### DEANS

The Deans search committee shall have faculty, student, and staff representation. The ~~P~~ Presidents of the Universities shall appoint these members from nominees selected by the official faculty, ~~staff~~ and student governance organizations on each campus. Staff nominees will be selected by the President in consultation with the Provost/Vice President for Academic Affairs. Upon requesting nominations by faculty members, the ~~P~~ Presidents of the Universities shall designate the number of positions to be filled from (1) the general faculty of the particular school or unit involved and (2) the University faculty at large. There shall be at least one position filled from the University faculty at large from nominations made by the Faculty Senate. In all cases, there shall be twice as many nominees as there are positions. The ~~P~~ Presidents of the Universities shall make all appointments.

## 1.5—COMPLIANCE CERTIFICATION

The Presidents of the Universities or the Presidents' authorized designees are authorized to sign assurances of compliance with regulations of such federal agencies as may be required.

## 1.6—INTERIM OFFICERS

At the time of appointment to the position of Interim President, Interim Provost, Interim Vice President, or Interim Academic Dean, ~~it will be stated~~ the Board of Regents will state ~~whether or not~~ the appointee is a candidate for the permanent position.

## **1.7—PRESIDENTIAL AUTHORITY PREROGATIVES**

~~The Board has left to the institutional president and/or administration broad responsibilities for internal development of policies and procedures for the conduct of affairs not specifically addressed by board policy.~~

The Presidents and their administrators have broad authority to develop policies and procedures for the conduct of internal affairs of the University not specifically addressed by and not inconsistent with Board of Regents policy.

The Board of Regents is vested with the governance of the University. Within its authority is the governance of all faculty personnel matters, including without limitation, appointments, evaluations, academic misconduct, grievances, and academic appeals. Specific provisions pertaining to faculty personnel policies and related matters may be set forth in the Faculty and Staff Handbooks, student handbooks, and/or other official policy documents of the University. Any modification to a Board of Regents policy in the policy documents referred to above or elsewhere must be made through action of the Board of Regents.

## 2.1—FACULTY PERSONNEL POLICIES

~~It is the policy of the Universities to recognize and implement the functions assigned to it by the Oklahoma State Regents for Higher Education. These functions are teaching, research and creative/scholarly activity; and professional and University service and;—and—public outreachservice. The responsibility for carrying out this policy is shared by the Board of Universities—Regents, administrative officers, and the regulargeneral faculty.~~

### 2.1.1—THE REGULARGENERAL FACULTY

~~The RegularGeneral Faculty of the Universities ismay be composed of all faculty members with regular appointments including tenure track, tenured, and consecutive term/renewable term appointments at the ranks of instructor, assistant professor, associate professor, and professor.~~

~~All legislative powers of the faculty relative to the University as a whole are vested in the General Faculty. These legislative powers are exercised by the Faculty Senate. The Faculty Senate is responsible to the General Faculty for all action taken in its behalf.~~

~~Additional policies related to the RegularGeneral Faculty and the Faculty Senate are contained in Faculty Handbook of the Universities.~~

### 2.1.2—ACADEMIC FREEDOM AND RESPONSIBILITY

#### INSTITUTIONAL ACADEMIC FREEDOM

The accumulation and exchange of knowledge is among the preeminent purposes of the University, and the acknowledgement of individual academic freedom is one the cornerstones to ensure such purposes are achieved. Equally important in meeting these goals is the recognition of the right inherent in the responsibility of the Board of Regents to govern the University. “[I]t is the business of a university to provide that atmosphere which is most conducive to speculation, experiment and creation. It is an atmosphere in which there prevail ‘the four essential freedoms’ of a university – to determine for itself on academic grounds who may teach, what may be taught, how it shall be taught, and who may be admitted to study.” *Sweezy v. New Hampshire*, 354 U.S.

234, 263.; 77 S.Ct. 1203; 1 L.Ed.2d 1311 (1957).

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### ACADEMIC FREEDOM

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The 1940 *Statement of Principles on Academic Freedom and Tenure*, with 1970 *Interpretive Comments*, of the American Association of University Professors has long been recognized as providing valuable and authoritative guidelines for policy and practice in American colleges and universities. The section on academic freedom below is essentially a restatement of these principles, with some modification and extension consistent with their intent and with later declarations by the Association. In the formulation that follows, these principles have been adopted as ~~University policy by the Board of Regents of Cameron University and Rogers State University.~~

- a) Faculty members are entitled to full freedom in research and publication, subject to any restrictions set by law or by applicable codes of professional ethics, and subject to adequate performance of their other academic duties and to stated University policy on outside employment; but, except under conditions of national emergency, a faculty member should not undertake to do research on University time or using University facilities or funds under any agreement which would (except for a definitely and reasonably limited time) prohibit open communication of the results.
- b) Faculty members are entitled to freedom in the classroom in discussing their subject, but it is inappropriate for a teacher persistently to intrude material, which has no relation to the subject of instruction.
- c) As members of the community, university teachers have the rights and obligations of any citizen. They measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. In speaking or acting as private persons, faculty members avoid creating the impression of speaking or acting for their college or university. As a citizen engaged in a profession that depends upon freedom for its health and integrity, the university teacher has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.
- d) As citizens, university teachers should be free to engage in political activities consistent with their obligations as teachers and scholars and with University policy. ~~Some activities, such as seeking election to an office for which extensive campaigning is not required, or service in a part-time political office, may be consistent with effective service as a member of the faculty. More extended or intensive activity may require that the faculty member request a leave of absence. A leave of absence incident to political activity should come under the normal rules and practices respecting leaves of~~

~~absence; and it should not affect the tenure status of a faculty member, except that time spent on such leave does not count as probationary service.~~

- e) Freedom of access to recorded knowledge being essential to learning and research in a democracy, the right and the obligation of the university to provide a full range of materials on any subject, even though some views might be currently unpopular or controversial, or appear incorrect, shall not be infringed. The principles of academic freedom shall apply to the presence of materials and also to those who provide and those who use them.

~~f) The Cameron University and Rogers State University endorses the 1957 declaration of the American Association of University Professors which "...asserts the right of college and university students to listen to anyone whom they wish to hear...affirms its own belief that it is educationally desirable that students be confronted with diverse opinions of all kinds, (and) therefore, holds that any person who is presented by a recognized student or faculty organization should be allowed to speak on a college or university campus." Duly constituted organizations at Cameron University and Rogers State University may invite speakers without fear of sanctions. However, in the exercise of these rights, it is clearly recognized that:~~

Membership in the academic community imposes on students, faculty members, administrators, and trustees an obligation to respect the dignity of others, to acknowledge their right to express differing opinions, and to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression on and off the campus. The expression of dissent and the attempt to produce change, therefore, may not be carried out in ways which injure individuals or damage institutional facilities or disrupt the classes of one's teachers or colleagues. Speakers on campus must not only be protected from violence but must be given an opportunity to be heard. Those who seek to call attention to grievances must not do so in ways that significantly impede the functions of the institution. **(1970 declaration of the AAUP Council)**

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#### ACADEMIC RESPONSIBILITY

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The concept of academic freedom shall be accompanied by an equally demanding concept of academic responsibility. ~~Nothing in the following statement is intended to abridge in any way the principles and procedures advanced in the 1940 Statement of Principles on Academic Freedom and Tenure of the American Association of University Professors. This statement is derived in substantial measure from the AAUP 1966 Statement on Professional Ethics.~~

Faculty members have responsibilities to their students. They shall encourage in students the free pursuit of learning and independence of mind, while holding before them the highest scholarly and professional standards. Faculty members shall show respect for the student as an individual and adhere to their proper role as intellectual guides and counselors. They shall

endeavor to define the objectives of their courses and to devote their teaching to the realization of those objectives; this requires judicious use of controversial material and an avoidance of material, which has no relationship to the objectives of a course.

Faculty members shall make every reasonable effort to foster honest academic conduct and to assure that their evaluations reflect, as nearly as possible, the true merit of the performance of their students, regardless of their race, creed, sex or political beliefs. Faculty members shall avoid any exploitation of students for private advantage and acknowledge significant assistance from them.

Faculty members have responsibilities to their colleagues, deriving from common membership in a community of scholars. They shall respect and defend the free inquiry of their associates. In the exchange of criticism and ideas, they should show due respect for the opinions of others. They shall acknowledge their academic debts and strive to be objective in the

professional judgment of their colleagues. Although service must be voluntary, faculty members should accept a reasonable share of the responsibility for the governance of their institution. If driven by his or her conscience into dissent, the faculty member shall take care that this dissent does not interfere with the rights of colleagues and students to study, research, and teach.

Faculty members have responsibilities to their discipline and to the advancement of knowledge generally. Their primary obligation in this respect is to seek and to state the truth as they see it. To this end, they shall devote their energies to developing and improving their scholarly competence. They shall exercise critical self-discipline and judgment in using, extending, and transmitting knowledge, and they shall practice intellectual honesty.

Faculty members have responsibilities to the educational institution in which they work. While maintaining their right to criticize and to seek revisions, they shall observe the stated regulations of the institution, provided these do not contravene academic freedom. Faculty members shall determine the amount and character of the work they do outside their institution with due regard to their paramount responsibilities within it. When considering the interruption or termination of his or her service, the faculty member recognizes the effect of such a decision upon the program of the institution and gives due notice of the decision.

### 2.1.3—FACULTY ACCOUNTABILITY

A faculty member is held accountable for his or her performance in fulfilling faculty duties and in meeting the requirements of academic responsibility and University policies. Persons who accept full-time employment at ~~the Cameron University and Rogers State University~~ owe their first duty and first loyalty to ~~the the respective~~ University. Any other employment or enterprise in which they engage for income must be secondary to their University duties. The most immediate agents of faculty accountability are ~~the faculty member's chairs~~, who should



maintain close and regular communication with the faculty member. Among the various mechanisms for ensuring faculty accountability, the most important include annual performance evaluations ~~for possible salary increases~~, and such periodic evaluations as those for advancement in rank. These processes have the primary function of identifying meritorious performance to be rewarded, but they also provide a means by which the University may strengthen itself, by identifying needs for improved performance.

Meritorious and responsible faculty performance is first and foremost an individual professional obligation. But it is also the product of a cooperative effort by faculty members and administrative officers assisting one another, informing one another, jointly seeking to assure that each faculty member's capabilities are developed fully and creatively. Performance that is lacking in merit or responsibility, when identified, is a challenge both to the individual and to the academic unit and its leaders, in their exercise of the unit's career development responsibilities. Just as faculty members are held accountable for their performance, administrators of academic units are held accountable for their leadership in the career development of the faculty in their units.

For those cases where they are needed, the University has at its disposal the more drastic measures of severe sanctions, ~~dismissal, and abrogation of tenure~~

#### 2.1.4—FISCAL RESPONSIBILITY

In each case where tenure is awarded, there must be assurance that continuing financial support can reasonably be anticipated. The President shall determine whether ~~that~~ funds are sufficiently secure to support the awarding of tenure.

#### 2.1.5—PROFESSIONAL ACTIVITIES OF THE FACULTY

Above all else, the University exists for learning and scholarship of a breadth and depth that result in excellence in all of the University's major functions: teaching, research and creative/scholarly activity; and professional and University service, and public outreach service. Each academic unit has an obligation to contribute to each of the three functions of the University. Faculty members play a central role in the realization of these functions and fulfill the obligations of the academic unit by contributing their unique expertise and competence. Decisions regarding tenure, promotions, and salary increases are based upon an assessment of the faculty member's performance and contributions to the total mission of the University.

## 2.2—FACULTY APPOINTMENTS

### ~~2.2.1—REGULAR FACULTY APPOINTMENTS~~

~~The Board of Regents of the University of Oklahoma is constitutionally/statutorily vested with the governance of Cameron University and Rogers State University. Included in the powers and duties of the Board is the governance of all faculty appointments and related matters. The specific provisions proscribing faculty appointments and related matters are set forth in the Faculty Handbooks of Cameron University and Rogers State University as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.~~

### ~~2.2.2—NON ACADEMIC PERSONNEL~~

~~The President is authorized to recommend for Regents' approval certain non-academic personnel for designation to academic status.~~

### 2.2.13—RESERVE OFFICERS' TRAINING CORPS PERSONNEL

The senior line officer of each department (Army, Naval, and Air Force) shall be given the rank of Professor; the executive officer (next senior officer) shall be given the rank of Associate Professor; the other officers shall be given the rank of Assistant Professor or Instructor. Officers who arrive for duty and who are interested in undertaking graduate work may be designated as Special Instructors instead of Assistant Professors so they will not be precluded from receiving a graduate degree, which, under regulations of the Graduate College and the University, cannot be conferred on faculty members with an academic rank higher than Instructor; non-commissioned officers and petty officers shall be given the title of Instructor.

An academic rank once assigned to an officer shall be retained by him or her during the ~~his~~ entire tenure with the University unless he or she is promoted to a higher faculty position, even though a more senior line officer becomes either the commanding officer or executive officer, except when regulations of a branch of the Defense Department provide that only one officer may be designated as Professor and Associate Professor on a campus.

### 2.2.24—REAPPOINTMENT AND NON-REAPPOINTMENT

Action on the reappointment of tenure-track and renewable term/consecutive term appointees is initiated by the academic department chair/head unit through the respective dean to the Provost/Vice President for Academic Affairs, President, and Board of Regents. Any final decision not to reappoint a faculty member ~~is~~ shall be determined by the Board of Regents.

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**NOTIFICATIONS OF NON-REAPPOINTMENT OF TENURE-TRACK OR RENEWABLE  
TERM/CONSECUTIVE TERM CONTRACT**

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- a) A non-tenured faculty member with a regular appointment who is not to be reappointed must be so notified no later than March 1; or, if the first year of appointment terminates at a time other than the end of the academic year, not less than three months before the end of the appointment period.
- b) –All notifications of non-reappointment shall be given in writing by the Provost/Vice President for Academic Affairs.

## 2.3—FACULTY EVALUATION

### 2.3.1—FACULTY EVALUATION, ADVANCEMENT IN SALARY, AND PROMOTION IN RANK

Faculty evaluation is a continuous process, both prior to and following the granting of tenure. An annual review of each faculty member's performance is the responsibility of the academic deans and the specific academic ~~department chair/head~~units. A systematic procedure for accomplishing such evaluations shall be developed in each academic unit, with the participation and approval of the dean and the Vice President for Academic Affairs/Provost. The criteria for evaluation shall be carefully and clearly stated. Specific faculty assignments within an academic unit and the specific mission of a particular academic unit may have different percentages of effort distributed across the areas of professional activity (teaching, research, and creative/scholarly activity; and professional and University service, and public outreach and creative activity, service) if, in consultation with the dean and Vice President for Academic Affairs-/Provost, this is determined to assist the entire University in best meeting its mission.

~~The Board of Regents of the University of Oklahoma is constitutionally/statutorily vested with the governance of Cameron University and Rogers State University. Included in the powers and duties of the Board is the governance of all policy pertaining to faculty evaluation, advancement in rank, tenure, and promotion in rank. The Specific provisions prescribing faculty evaluation, advancement in salaryrank, tenure, and promotion in rank are set forth in the Faculty Handbook of the respective Universities as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.~~

### 2.3.2—FACULTY TENURE

Tenure implies a mutual responsibility on the part of the University and the tenured faculty member. In granting tenure to a faculty member, the University makes a commitment to the faculty member's ~~his or her~~ continued employment, subject to certain qualifications. The University expects that tenured faculty members will maintain the level of performance by which they initially earned tenure. In those exceptional cases, when it is recommended that a faculty member be permitted to reduce his or her employment to less than full-time and maintain a tenured status, specific Regential approval must be granted.

Faculty members accorded tenure will normally commence their tenure appointments in the academic year immediately following the Board of Regents' action.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the Cameron University and Rogers State University. Included in the powers and duties of the Board is the governance of all tenure decisions. The Specific tenure policies and~~

~~Recommendation procedures are set forth in the Faculty Handbooks of the respective campuses of the Universities as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.~~

### 2.3.3—POST-TENURE REVIEW

Post-tenure review at ~~the Cameron University and Rogers State University~~ is a periodic peer-based evaluation of tenured faculty, for the purpose of guiding career development and, when judged necessary, improving faculty performance. The post-tenure review process is based on and extends the annual evaluation of faculty through two processes:

- 1) ~~A retrospective review of faculty performance in teaching, research and creative/scholarly activity; and professional and University service and public outreach and service over the three to five years preceding the review; and~~
- 2) A formative evaluation for future professional growth.

For all faculty, post-tenure review provides a formal opportunity for self-assessment and discussion with peers about professional development. For those faculty whose performance is judged to be below expectations, the evaluation leads to the formulation of a professional development plan, the purpose of which is to assist the faculty member to raise his or her level of performance to meet or exceed the expectations for tenured faculty.

Post-tenure review is mandatory for all tenured faculty.

Bearing in mind the value and importance of academic freedom and procedural due process to the well-being and success of the academic community, the ~~Universities~~ acknowledges and supports in principle the policies and procedures set forth in the AAUP's *Standards for Good Practice in Post-Tenure Review*. Post-tenure review is not a re-evaluation of a faculty member's tenure status, nor is it intended as means to effect programmatic change. The post-tenure review process will be carried out in a manner that is consistent with the ~~University's~~ policies on academic freedom and responsibility and on faculty evaluation. Post-tenure review will be based on the criteria for annual review established by the faculty of the unit and approved by the administration.

~~The Board of Regents of the University of Oklahoma is constitutionally/statutorily vested with the governance of Cameron University and Rogers State University. Included in the powers and duties of the Board is the governance of all policy pertaining to post tenure review. The Specific provisions prescribing post tenure reviews are set forth in the Faculty Handbook of the respective Universities as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.~~

~~2.3.4—ABROGATION OF TENURE, DISMISSAL BEFORE EXPIRATION OF A  
TENURE TRACK APPOINTMENT OR RENEWABLE TERM/CONSECUTIVE  
TERM APPOINTMENT, AND SEVERE SANCTIONS~~

The ~~University~~ strives to exercise great care in selecting ~~its~~ faculty appointees and to confer ~~tenure only upon only~~ those faculty members who have demonstrated their merit for tenured appointment. For that reason, severe sanctions such as a dismissal of proceeding involving a tenured faculty member (abrogation of tenure) or ~~of~~ a faculty member during a tenure-track appointment or of a renewable term/consecutive term faculty member should be an exceptional event. It is also recognized, however, that a few faculty members may, from time to time, engage in improper conduct ~~of lesser gravity~~ which requires severe sanctions short of dismissal. Such sanctions may include but are not limited to loss of prospective privileges for a stated period restitution; a fine; a reduction in salary; or suspension from service for a stated period, without other prejudice. As in the case of dismissal, the imposition of severe sanctions short of dismissal should be viewed as a serious and infrequent step usually undertaken only after administrative remedies and minor sanctions have failed.

While extreme action will be required infrequently, the University must be prepared for such an eventuality, so that both the integrity of the University and the rights of the faculty member may be preserved. Toward this end, the faculty must be willing to recommend severe sanctions upon or dismissal of a colleague when necessary. By the same token, the President and the Board of Regents shall give all reasonable consideration to faculty recommendations.

Only the Board of Regents has the power to ~~abrogate tenure or impose severe sanctions or to dismiss a faculty member who has tenure or one whose tenure-track or renewable term/consecutive term appointment has not expired. It is the University's policy that~~ the Board of Regents shall exercise this power only in cases where it determines that there exists sufficient cause for such action, or when there exists a demonstrably bona fide condition of financial exigency requiring termination of a tenured appointment.

**GROUNDS FOR ABROGATION OF TENURE, DISMISSAL, AND OTHER SEVERE  
SANCTIONS**

A faculty member against whom the imposition of a severe sanction is to be brought, or whose dismissal is to be requested, must have given such cause for the action as relates directly and substantially to his or her professional capabilities or performance. It is not possible to specify all proper grounds for these drastic measures. Proper reasons for dismissal of a faculty member who has tenure or whose tenure-track or renewable term/consecutive term appointment has not expired include, but are not necessarily limited to, the following:

- a) Professional incompetence or dishonesty; including but not limited to: academic dishonesty, or misuse of University property or resources
- b) Substantial, manifest, or repeated failure to fulfill professional duties or

responsibilities;

- c) Personal behavior preventing the faculty member from satisfactory fulfillment of professional duties or responsibilities; including but not limited to: deliberate and grave violations of the rights and freedoms of fellow faculty members, administrators, or students.
- d) Serious violations of law which are admitted or proved before a ~~competent~~ court of competent jurisdiction or the administrative body established to hear such matters, preventing the faculty member from satisfactory fulfillment of professional duties or responsibilities or violations of a court order, when such order relates to the faculty member's proper performance of professional responsibilities;
- e) Changes in the University's educational function through action of the Board of Regents of the University and/or the Oklahoma State Regents for Higher Education, which result in the elimination of an academic unit. In such instances the University will make every reasonable effort to reassign affected faculty members to positions for which they are properly qualified before dismissal results from such elimination.
- f) Financial Exigency
- g) Action(s) involving moral turpitude

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#### GROUND(S) FOR SUMMARY SUSPENSION

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Suspension of a faculty member or assignment to other duties in lieu of suspension is justified only if immediate harm to the faculty member or to others is threatened by that person's continued performance of regular duties. The faculty member may, on request, and at the convenience of the department, be relieved of some ~~or all~~ professional duties if this is necessary to provide time for the preparation of a defense. Summary suspension does not remove from the University the obligation to provide due process within a reasonable period of time following action.

## 2.4—FACULTY APPEALS & GRIEVANCES

### 2.4.1 WHO MAY USE PROCEDURE

Grievance procedures shall be available to any aggrieved party who is a member of the regular faculty of the University. Violations covered by this procedure include but are not limited to academic freedom and academic due process violations. Such violations may occur in the course of performing professional duties or in the process of being considered or evaluated for salary increase, promotion, tenure, or other personnel decisions in which the faculty member believes there has been unjust discrimination, harassment, violation of due process or academic freedom, or other grievance.

~~The Board of Regents of the University of Oklahoma is constitutionally/statutorily vested with the governance of Cameron University and Rogers State University. Included in the powers and duties of the Board is the governance of all policy pertaining to faculty appeals and grievances related to the abrogation of tenure, dismissal before expiration of a tenure track, renewable term/consecutive term appointment, and severe sanctions. The Specific provisions prescribing faculty appeals and grievances regarding the above or other issues regarding reappointment, salary increase, promotion, tenure, or other personnel decisions in which a party has reason to believe there has been unjust discrimination, harassment, violation of due process or academic freedom, or other grievance are set forth in the Faculty Handbook of the respective campuses University as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.~~



## 2.5—FACULTY HONORS

### 2.5.1—ENDOWED CHAIRS AND PROFESSORSHIPS

Faculty may be appointed to endowed chairs and professorships.

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#### CRITERIA FOR SELECTION

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Specific criteria for the selection of occupants may be established for particular chairs as appropriate. To qualify for an endowed chair or professorship, a faculty member must be distinguished within a particular academic field or an interdisciplinary program.

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#### SEARCH COMMITTEE

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The President, with advice and counsel of the ~~provost~~/Vice President for Academic Affairs/~~Provost~~, the dean, and ~~the~~ department head, will appoint the Search Committee. Search Committees for occupants of endowed chairs and professorships shall be composed of:

- 1) Two faculty members from the academic unit concerned,
- 2) Two outside individuals distinguished within the relevant area and appointed by the President, and
- 3) The dean of the relevant school.

At least one member will be from outside the University and at least one member from another ~~school~~college. The President and the Vice President for Academic Affairs/~~Provost~~ will meet with the Search Committee (and the dean and department head if appropriate) to hear their recommendations. The Vice President for Academic Affairs/~~Provost~~, after consultation, may make a recommendation to the President. The President may approve and forward the appointment to the Board of Regents or may reject it and request further searching.

See also section 7.3.4.

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#### ~~TERM OF THE AWARD~~

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~~For endowed chairs only, the appointee must be a tenured faculty member or receive tenure on appointment to an endowed chair. Endowed professorships do not carry such stipulations. The term of an endowed chair, unless appointment stipulations require otherwise, is continuous until~~

retirement or until the endowment is withdrawn.

## 2.5.2—SABBATICAL LEAVE POLICY

### PURPOSE

Sabbatical leaves of absence are among the most important means by which an institution's academic program is strengthened, a faculty member's teaching effectiveness enhanced, and scholarly usefulness enlarged. The major purpose is to provide opportunity for continued professional growth and new or renewed intellectual achievement through study, research, writing, and training.

However, a faculty member does not automatically earn a sabbatical leave. Instead, it is an investment by the University in the expectation that the sabbatical leave will significantly enhance the faculty member's ability to contribute to the objectives of the University. There should be a clear indication that the improvements sought during a sabbatical will benefit the work of the faculty member, department, school, and the University. Only sabbatical leave proposals that meet this criterion will be accepted and approved by the University. Sabbatical leaves are supported as an investment in the future of the faculty member and the future of the faculty member's students at ~~the Cameron University or Rogers State University.~~

The purposes for which a sabbatical leave may be granted may include:

- 1) Research on significant problems and issues.
- 2) Important creative or descriptive work in any means of expression, for example, writing or painting.
- 3) Postdoctoral study at another institution to update teaching skills.
- 4) Other projects satisfactory to the University.

It should be demonstrated that such work cannot occur as effectively during the regular work schedule of the faculty member.

Normally the University will not grant a sabbatical for the purpose of pursuing work on the terminal degree in the faculty member's ~~person's~~ academic field.

Adherence to the plan submitted by the faculty member is expected. Within two months of returning from leave, the faculty member shall submit to the Vice President for Academic Affairs/ Provost, through the chair ~~or director~~ and school/college dean, a report of activities undertaken, which will be used in evaluating future applications for sabbatical leaves.

A faculty member who is on sabbatical leave shall not be penalized on matters of salary consideration. The report on the sabbatical will be used in consideration for merit raises in subsequent years.

~~The Board of Regents of the University of Oklahoma is constitutionally/statutorily vested with the governance of Cameron University and Rogers State University. Included in the powers and duties of the Board is the governance of all policy pertaining to the awarding of sabbatical leaves. The specific provisions prescribing the policy and procedures for awarding sabbatical leaves are set forth in the Faculty Handbook of the University, respective campuses as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.~~

## 2.6—GENERAL ACADEMIC ISSUES

### 2.6.1—DENIAL OF ADMISSION

~~Any persons may be denied admission to the university if, in the opinion of the administration, his/her presence would constitute a clear and present danger to persons and property within the university community.~~

Any person who is otherwise academically qualified, meets all University admission requirements, and is denied admission for this or any reason may appeal that denial by requesting a hearing before the appropriate University committee charged with hearing appeals of admission denial within 15 days of receipt of denial. The committee shall proceed as quickly as possible to hear the matter so that one who has been wrongfully denied admission will not be prejudiced in his ability to perform the academic work required of him in that semester.

### 2.6.2—ACADEMIC APPEALS PROCESS

In each University, there shall be established an Academic Appeals committee consisting of both students and faculty. Faculty members of the committee will be chosen by the faculty for a term determined by the faculty. Student members of the ~~committee~~ Board will be appointed for a term of one year by the ~~Chief Student Affairs Officer~~ upon recommendations from the Student Government Association President.

The responsibility for academic evaluations of students rests with the faculty. If a student feels wrongfully and unfairly treated by an instructor and if he or she is unable to resolve the matter in conference with the instructor or the departmental chair/~~head~~director of the academic unit, an appeal may be made.

~~The Board of Regents of the University of Oklahoma is constitutionally/statutorily vested with the governance of Cameron University and Rogers State University. Included in these powers and duties is the governance of all policy pertaining to academic appeals boards. The specific provisions prescribing academic appeals are set forth in the each University's Student Handbook. Any modification to a Regents policy in the above referenced documents must be made through action of the Board of Regents.~~

## 2.6.3—ACADEMIC MISCONDUCT

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.

Academic misconduct includes:

- a) Cheating (using unauthorized materials, information, or study aids in any academic exercise or on national board examination), plagiarism, falsification of records, unauthorized possession of examinations, intimidation, and any and all other actions that may improperly affect the evaluation of a student's academic performance or achievement;
- b) Assisting others in any such act; or
- c) Attemptings to engage in such acts.

~~The Board of Regents of the University of Oklahoma is constitutionally/statutorily vested with the governance of Cameron University and Rogers State University. Included in these powers and duties is the governance of all policy pertaining to the academic misconduct code. The Specific provisions of proscribing the Academic Misconduct Code are set forth in the each University's Student Handbook and Faculty Handbook. Any modification to a Regents policy in the above referenced documents must be made through action of the Board of Regents.~~

2.6.4—DEGREES GRANTED BY OKLAHOMA STATE REGENTS FOR HIGHER EDUCATION

Pursuant to the Oklahoma State Constitution, tThe Oklahoma State Regents for Higher Education shall grant degrees and other forms of academic recognition for completion of the prescribed courses in all state educational institutions. (Constitution of Oklahoma, section 2, article XIII A, O.S. 1971, Title 70, Section 3206, Oklahoma State Regents Policy Manual II 2-39)

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**CERTIFICATES AND DIPLOMAS**


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All certificates may bear the Seal or Coat of Arms of the University, and all diplomas awarded on the achievement of a degree shall bear the seal of the University and of the Oklahoma State Regents for Higher Education. In issuing diplomas or certificates for whatever purpose, the University and all of its divisions shall conform to the specifications, stipulated by

the Oklahoma State Regents for Higher Education, and endorsed by the Board of Regents of the University of Oklahoma.

#### DIPLOMAS

The diplomas of the University, for any and all degrees, may be changed only on recommendation of the President of the university and with the approval of the Board of Regents and of the Oklahoma State Regents for Higher Education.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of Cameron University and Rogers State University. Included in the powers and duties of the Board is the endorsement of all OSRHE policy pertaining to diplomas and credit certificates. The specific provisions prescribing the issuing of diplomas and credit certificates are set forth in the General Catalog of the University respective campuses as approved by the Board of Regents.~~

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#### CERTIFICATES

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Certificates bearing the name and the Seal or Coat of Arms of the University may be issued only by ~~the University~~ Cameron University or Rogers State University, pursuant to the applicable legislation in each instance as created by the President and Board of Regents and/or the State as represented by the Oklahoma State Regents for Higher Education or the Governor and Legislature of the State of Oklahoma. Academic colleges, schools, departments, and other subdivisions of the University do not have such authority. (OSRHE policy, II-2-41, 6)

#### CREDIT CERTIFICATES

The Office of Admissions and Records is charged with the responsibility of administering the regulations governing the issuance of certificates. No certificates intended as an extension or elaboration of the curricular requirements for a degree shall be issued by the University or any subdivision thereof, nor shall certificates be issued for courses, programs of study, or stages required by the University in the fulfillment of the prescriptions for a degree.

Curricular programs based upon University policy and/or State legislation, for which University credit is allowed but for which no degrees are granted (as, for example, the program in Office Administration), may be recognized by certificates, ~~in a form to be prescribed from time to time.~~

Certificates for other forms of professional proficiency than those herein before described may be issued only if programs for the achievement of such proficiency have been approved by the Board of Regents and/or the Oklahoma State Regents for Higher Education and are incorporated in the official publications of the University describing its curricular requirements. Nothing in this section shall be construed to contravene the requirements of the Oklahoma State Regents for Higher Education provisions of Section 2-6.4 hereof.

**NONCREDIT CERTIFICATES**

Noncredit certificates (e.g., certificates of participation, certificates of completion, certificates of achievement) may be issued recognizing achievement of proficiency in some designated area through successful completion of either single or multiple course, credit-free, University-sponsored continuing education activities (e.g., short courses, conferences, workshops, professional development, and training). Such activities may be conducted in association with recognized professional associations, business groups, government agencies, and/or other academic units of the University and the certificate may so state.

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**AWARDING HONORARY DEGREES**

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~~Institutions in the Oklahoma State System of Higher Education~~ The University ~~is~~ are authorized to confer honorary degrees. (OSRHE Policy II-2-39 (I-4))

It is the intent of ~~Cameron University and Rogers State~~ The University ~~will~~ will to award honorary degrees only in recognition of extraordinary achievement in such fields as science and technology, the arts and humanities, business and public service, or in recognition of outstanding contributions to the welfare and/or enrichment of the University, State, nation, or world. A ~~Recipients may be an alumnus or~~ any individual who has made outstanding contributions to a field or profession represented at ~~Cameron University or Rogers State~~ the University.



The Board of Regents is vested with the governance of the University. Within its authority is the governance of all general policy matters, including without limitation, personnel appointments, internal auditing, retirement, leaves of absence, outside employment, intellectual property, equal opportunity, and grievance procedures for discrimination and harassment. Specific provisions pertaining to general policies for the University may be set forth in the Faculty and Staff Handbooks, Personnel Manuals, student handbooks, and/or other official policy documents of the University. Any modification to a Board of Regents policy in the policy documents referred to above or elsewhere must be made through action of the Board of Regents.

## 3.1— GENERAL PERSONNEL POLICIES

### 3.1.1—PERSONNEL ACTIONS

The President ~~of the university~~ or the President's authorized ~~designees~~ are authorized to approve the appointment of and fix the salary and terms of office of the following categories of personnel within funds available in the budgets approved by the Board of Regents (including reserve for contingencies) or within grant funds received by the University.

- Appointments, salaries, and other changes for members of the faculty who are not ~~(a)~~ tenured, or ~~(b)~~ eligible for tenure or consecutive term, whether part-time or full-time, unless full-time equivalent salary for the academic year will be \$60,000 or more.
- Part-time graduate assistants, teaching assistants, research assistants, and consultants.
- Appointments, salaries, and other changes, including leaves of absence, for all members of the faculty and staff for terms of three months or less.
- Changes in title for tenured or tenure-eligible members of the faculty not involving a change in rank or salary.
- Appointments of part-time instructors for terms of no more than one semester during the regular academic year.
- Personnel in the administrative staff, managerial staff, professional staff, administrative officer, and executive officer classifications unless the full-time equivalent annual salary will be ~~\$60,000~~ ~~75,000~~ or more. Mid-year salary increases, other than for a promotion or completion of a probationary period, for monthly salaried staff at any level are excluded from this authorization.
- Service and ~~o~~perations ~~s~~Staff and ~~s~~Supervisory ~~s~~Staff.

### 3.1.2—CONTRIBUTIONS TO FRINGE BENEFITS PROGRAMS

~~The Board of Regents is vested with the governance of Cameron University and Rogers State University. Included in their powers and duties of the Board is the governance of all policy pertaining to insurance and retirement benefits. The Specific provisions pertaining to insurance and retirement benefits as approved by the Board and are set forth in the Faculty and Staff Handbooks of the University respective campuses as approved by the Board of Regents.~~

The University's contribution to the Oklahoma Teachers' Retirement System and/or other charges for any other fringe benefit program for those individuals paid from other than Educational and General sources shall be charged to the source or sources of pay on a pro rata basis except where expressly forbidden by the source.

### 3.1.3—PAYROLL DEDUCTIONS

The Board of Regents authorized (1) current withholding from the compensation for an employee's services, with the consent of the employee, amounts necessary for participation in various programs; and (2) the President ~~of the University~~ to approve future deductions which appear to be in the best interests of the University and its employees.

### 3.1.4—EMPLOYMENT BENEFITS FOR PART-TIME EMPLOYEES

See the University's Personnel Policy Manual for a description of "Benefits for Part-Time Employees".

### 3.1.5—RESIGNATIONS

Resignations shall be effective on the last day of service of the employee, and an employee shall not be paid for a holiday if the last day of service was prior to the holiday period.

### 3.1.6—LEAVES OF ABSENCE

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#### ADMINISTRATIVE

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An administrative leave with pay may be ~~is sometimes~~ given when it is determined to be in the University's best interest that an employee not return to work for a specified period of time, or for designated emergency closings of the university.

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**MILITARY LEAVE**

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The University's policy on military leave of absence is administered in accordance with federal and state law.

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**LEAVE OF ABSENCE WITHOUT PAY**

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For specific policies relating to "Leave of Absence without Pay," see the University's Staff and/or Faculty Handbook(s).

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**PAID LEAVE AND EXTENDED SICK LEAVE**

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See the University's Staff and/or Faculty Handbook(s).

**3.1.7—FINANCIAL CONFLICTS OF INTEREST**

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**I. PURPOSE OF POLICY**

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This policy addresses situations where there might be a potential financial conflict between a particular outside interest of a faculty or staff employee and the obligation that the employee owes to the University such that an employee's profit or advantage may come, or reasonably appear to come, at the expense of the well-being of the University.

The purpose of this policy is to aid in identifying apparent, actual, and potential conflicts of interest and assuring that such conflicts do not improperly affect the activities or professional conduct of the University or its employees. It is not the intent of this policy to restrict legitimate work appropriate to the employee's profession or discipline, but only to provide the University with authority to take action that is appropriate, proportionate, and focused on substantial conflicts of interest that compromise an employee's professional judgment.

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**II. STATEMENT OF GENERAL POLICY**

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~~Cameron The University and Rogers State University are~~ is a public institutions committed to the mission of teaching, research and creative/scholarly activity, and professional and University service and public outreach service. To these ends, the University institution balances an assortment of principles: maintaining an atmosphere that promotes free and open scholarly inquiry; facilitating the transfer of information and technology for the benefit of the public; and serving as a prudent steward of public and private resources entrusted to it. Faculty and staff have a primary commitment to their basic University duties of teaching, research and creative/scholarly activity, and professional and University service and public outreach service.

These basic duties often limit outside activities. As a result, professional and personal activities may present conflict of interest situations, which should be evaluated under the auspices of this and other applicable policies.

~~Employee~~Faculty participation in outside professional, commercial, and *pro bono publico* activities can make important direct and indirect contributions to the strength and vitality of the University. Through participation in such activities, ~~faculty or staff~~ employees may add to knowledge and understanding that is relevant and useful to teaching and research within the University, develop sources of funding and support for activities carried out in the University, and establish relationships valuable to the University. Because of its value to the University, its rewards for an individual ~~employee~~faculty, and its contributions to the larger society of which the University is a part, the University recognizes that employee participation in outside professional, commercial, or *pro bono publico* activities is often appropriate.

Sound professional discretion is an integral part of the University's conflict of interest system. Any review of a potential conflict of interest will be undertaken in light of four general propositions.

First, conflicts of interest per se are inevitable, and do not necessarily represent any impropriety by ~~faculty or staff~~ employees if disclosed in advance. Second, the failure to disclose a conflict of interest for administrative review and response would be a serious mistake for any ~~faculty or staff~~ employee, and may be a breach of this policy. Third, there is a presumption in favor of allowing ~~faculty or staff~~ employees to act in dual roles once the conflict of interest has been disclosed (prior written approval is required in cases of potential conflicts involving federal grants or contracts). Fourth, conflicts of interest may be so profound or substantial ~~under some circumstances~~ that it would be best for all concerned if the ~~faculty or staff~~ employee did not participate in a particular transaction.

It is not possible to completely eliminate the potential for conflicts of interest because there are certain rewards and incentives that are inherent or appropriate in the structure of a University enterprise. Such conflicts become detrimental when the potential temptations, financial or otherwise, undermine reasonable objectivity in the design, interpretation, and publication of research; in setting university policies; in managing contracts; in selecting equipment and supplies; in involving students in sponsored projects; or in performing other roles in University governance in which objectivity and integrity are paramount. Furthermore, since allegations of conflicts of interest based on appearances can undermine public trust in ways that may not be adequately restored even when mitigating facts are brought to light, apparent conflicts should be avoided, when feasible and appropriate.

Other sections of this pPolicy notwithstanding, it is the ongoing responsibility of the employee to abide by the provisions of all other applicable federal and state laws, and University's laws and policies relating to conflicts of interest; to identify potential conflicts of interest; and to disclose and seek guidance on such matters from the appropriate vice president.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of Cameron University and Rogers State University. Included in the powers and duties of the Board is the governance of all intellectual properties policy and related matters are set forth in specific provisions proscribing intellectual properties policy and related matters are set forth in the Faculty Handbook of the respective campuses and in the Staff Handbook as approved by the Board of Regents. The specific provisions proscribing all aspects of the policy,~~

and structure of the program are set forth in the Faculty Handbook and Staff Handbook. Any modification to a Regent's policy in these handbooks must be made through action of the Board of Regents.

### 3.1.8—INTELLECTUAL PROPERTIES POLICY

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#### PREAMBLE

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The people of the State of Oklahoma may reasonably expect that their investments in ~~Cameron University and Rogers State~~ the University will create new industry and enhance existing industry within the State and Nation. Such new industry creates greater employment opportunities for citizens of the State and the Nation and an improvement in their standard of living.

The creation and development of intellectual property at the University encourages new business and is key to creating strong University and industry partnerships. It is the responsibility of University employees to disclose intellectual property and to foster an entrepreneurial attitude within the work force by involving students in the creation of intellectual property. Intellectual property development shall be pursued in concert with, but subject to, the Universities' principle responsibilities of education and knowledge creation.

Therefore, it is in the best interest of the Universities to adopt a policy that encourages disclosure of discoveries and inventions and rewards such creative activity. To do so, the Universities' policy must insure that creators of copyrightable works or trademarks and inventors a share in any financial success enjoyed by the University through the creation and commercialization of intellectual property. The basic objectives of the University's policy concerning creative works, trademarks, discoveries, and inventions (i.e. intellectual property) include the following:

- 1) To maintain the Universities' academic policy of encouraging research, publication, and scholarship independent of potential gain from royalties or other income.
- 2) To make patented materials created pursuant to University objectives available in the public interest under conditions that will promote their effective utilization and commercialization.
- 3) To provide adequate incentive and recognition to faculty and staff through proceeds derived from their creative works, trademarks, discoveries, and inventions.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of Cameron University and Rogers State University. Included in the powers and duties of the Board is the governance of all intellectual properties policy and related matters. The Specific provisions prescribing matters related to the intellectual properties policy and related matters are set forth in the Faculty Handbook of the respective Universities campuses and in the Staff Handbook as approved by the Board of Regents. The specific provisions prescribing all~~

aspects of the policy, and structure of the program are set forth in the Faculty Handbook and Staff Handbook. Any modification to a Regent's policy in these handbooks must be made through action of the Board of Regents.

### 3.1.9—OUTSIDE EMPLOYMENT AND EXTRA COMPENSATION POLICY

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#### FACULTY

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The missions of the university are teaching, research and creative/scholarly activity, and professional and University service and public outreach service. As professionals, Cameron University and Rogers State University faculty are individually and primarily responsible for arranging their time among such academic functions as teaching assignments, research, service, continuing education, and consultation. Such arrangements will be subject to evaluation and approval by appropriate authorities as part of a faculty member's total professional activity during the year with reference to department, school/college, and University criteria for merit salary increases, tenure, and promotion.

The professional expertise of the faculty is normally available to the state and its citizens for incidental and minor services without remuneration. When, however, the services desired from outside the University exceed a reasonable and mutually agreed limit, direct extra remuneration may be accepted, provided the extent of the involvement does not infringe on the faculty member's consultant's regular University duties.

A person who accepts full-time faculty employment at the University assumes a primary professional obligation to the University. Any other employment or enterprise in which he or she engages for income shall be understood to be definitely secondary to his/her/his or her university work, and, after consultation with those reviewing requests for outside employment and extra compensation, must be willing to accept the judgment of the President and Regents as to whether he/she may engage in such employment and retain full-time employment at the university. In addition, the academic department head should be informed and approve of arrangements which are made to dismiss classes or provide substitute teachers for them when the faculty members are to be absent from these duties. All professional activities, whether within the University or without, whether for extra remuneration or for no remuneration of any kind, should contribute to the faculty member's professional growth or efficiency and to his or her teaching or scholarly competence.

After prior written arrangement, faculty members may engage in professional activities for extra remuneration (from within the University or from outside sources or in any combination of the two) to a maximum of 25% of their full-time professional effort. Faculty on twelve-month appointments may not receive extra compensation for teaching in the summer term/session or for performing sponsored research.

During any portion of the summer in which faculty members are not under appointment with the University, they may engage in outside employment without restriction.

Within the University, the time required for all extra compensation assignments during the entire year and for all professional assignments during the summer will be determined by those responsible for the various programs as an appropriate fraction of the faculty member's full-time

professional effort and the University will pay the faculty member the corresponding fraction of his/her/his or her base salary rate. The time required for all professional activities for extra remuneration outside the University will be determined by the faculty member as an appropriate fraction of his/her/his or her full-time professional effort when approval for such activity is requested.

Approval of outside employment ~~shall be~~ requested on a form "Application for Permission to Engage in Outside Employment" available in the Office of Human Resources. Such applications and arrangements must be ~~re~~submitted at the beginning of each contract year and ~~Resubmission~~ is the responsibility of the faculty member. All activities performed inside the University for extra compensation must be arranged, as all in-load assignments are, with the agreement of the department head, dean, and Provost/Vice President for Academic Affairs/Provost.

Faculty should ~~also be concerned to avoid possible conflicts~~ of interest with the University in all outside employment. Questions regarding potential ~~conflicts~~ of interest should be addressed to the Provost/Vice President for Academic Affairs/Provost who may wish to consult the University's Legal Counsel.

No faculty member may hold a split (joint) appointment, which reflects more than a total of 1.0 full-time equivalent.

~~The Regents look with disfavor upon any university employee's accepting either part-time or full-time employment in any political organization or in connection with the campaign of any candidate for public office.~~

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#### STAFF

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The policy for faculty shall apply to ~~the~~ staff who are on the monthly payroll. Each Vice President may stipulate a more restrictive policy pertaining to staff within his or hertheir administrative area.

With prior written approval, such individuals may engage in professional activities for extra remuneration (within the University or from outside sources or in any combination of the two) to a maximum of 25% of their twelve-month full-time professional effort, but they may not receive extra compensation for teaching in the summer ~~term~~session or for performing sponsored research.

Staff who are on the fixed payroll shall request approval of outside employment on a form, "Request for Permission to Engage in Outside Employment," available from the Office of Human Resources. All activities performed inside the University for extra compensation must be arranged, as regular assignments are, with the agreement of the appropriate department chair/head, dean where applicable, and Vice President/Provost.

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#### GENERAL

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If this policy creates a demonstrable hardship for a University program, exceptions mayean be granted by the President in response to a written request.

## 3.1.10—NEPOTISM

Except as prohibited by the laws of the State of Oklahoma, relationship by consanguinity (blood) or by affinity (marriage) shall not, in itself, be a bar to appointment, employment, or advancement by ~~the Cameron University or Rogers State University~~ or, (in the case of faculty members,) to eligibility for tenure. The University recognizes, however, that there is an inherent conflict of interest when an employee makes hiring, promotion, or salary decisions about a family member, although there may be extremely rare circumstances when the potential benefit to the University in having an employee supervise a family member outweighs the potential harm.

Therefore, no two persons who are related by affinity or consanguinity within the third degree shall be given positions in which either one is directly responsible for making recommendations regarding employment, promotions, salary, or tenure for the other; nor shall either of two persons so related who hold positions in the same budgetary unit be appointed to an executive or administrative position in that unit or to a position involving administrative responsibility over it, as long as the other person remains in the unit, without first receiving a waiver that has been recommended by the Vice President for Academic Affairs/ Provost, or the appropriate Vice President, and approved by the President and Board of Regents. In recommending the waiver, the Vice President ~~For Academic Affairs/ Provost~~ or the appropriate Vice President must make a written statement of the facts that have led him/her to conclude that the benefit to the University in granting the waiver outweighs the potential harm. In addition, the Vice President for Academic Affairs/Provost or the appropriate Vice President must propose in writing a means by which a qualified, objective person, unrelated to the employee at issue, shall make performance evaluations and recommendations for compensation, promotion, and awards for that employee and state in writing how that means will avoid the conflict of interest. The statement and proposal for supervision shall be made part of the Board of Regents agenda item. Further, a salary increase above the average increase granted to all University employees in similar positions will not be granted to an employee who has been granted a waiver under this policy unless it has been approved by the applicable Vice President for Academic Affairs/ Provost or appropriate Vice President and the President of the University.

It is the responsibility of the head of the budget unit to seek a waiver before offering employment to any person whose employment would violate this policy, and the willful failure to follow this policy may result in disciplinary action against the head of the budget unit. Notwithstanding any other provision of this policy, a conditional hire, prior to approval of the Board of Regents, may be made pursuant to this policy if deemed necessary for legitimate academic or business reasons if justified in writing by the appropriate Vice President and approved by the President. At the next regular meeting of the Board of Regents, the written justification and the conditional hire will be considered by the Board of Regents.

Relatives that are within the third degree of relationship to an employee by consanguinity or affinity include the following: spouse; parent; parent of spouse; grandparent; grandparent of spouse; great-grandparent; great-grandparent of spouse; uncle or aunt; uncle or aunt of spouse; brother or sister; brother or sister of spouse; son or daughter; son-in-law or daughter-in-law; grandson or granddaughter; grandson or granddaughter's spouse; great grandson or great



granddaughter<sup>2</sup>, and great grandson's or great granddaughter's spouse. For the purposes of this policy, step and half relatives are considered to be related by affinity.

### 3.1.11—PREVENTION OF ALCOHOL ABUSE AND DRUG USE ON CAMPUS AND IN THE WORKPLACE

~~Cameron University and Rogers State~~ The University recognizes ~~their~~ its responsibility as an educational and public service institutions to promote a healthy and productive work environment. This responsibility demands implementation of programs and services, which facilitate that effort. ~~The U~~ niversity is committed to a program to prevent the abuse of alcohol and the illegal use of drugs and alcohol by its students and employees. ~~The U~~ niversity's program includes this policy, which prohibits illegal use of drugs and alcohol in the workplace, ~~on university property, or as part of any U~~ niversity-sponsored activities. It shall be Board of Regents policy that ~~In order to meet these responsibilities, university policy:~~

- 1) ~~Requires a~~ All students and employees shall abide by the terms of this policy as a condition of initial and continued enrollment/employment.
- 2) ~~Recognizes that t~~ The illegal use of drugs and alcohol is in direct violation of local, state, and federal laws, as well as U niversity policies governing faculty, staff, and student conduct ~~included in this Policy, the Staff and Faculty Handbooks and the Student Code of Conduct. This University policy strictly prohibits the illegal use, possession, manufacture, dispensing, or distribution of alcohol, drugs, or controlled substances in the workplace, on its premises, or as a part of any U~~ niversity-sponsored activities.
- 3) ~~Considers a v~~ Violating ~~on~~ of this policy shall be a major offense, which can result in a requirement for satisfactory participation in a drug or alcohol rehabilitation program, at the employee's expense, referral for criminal prosecution, and/or immediate disciplinary action up to and including termination from employment and suspension or expulsion from the U niversity. A criminal conviction is not required for sanctions to be imposed upon an employee or student for violations of this policy.
- 4) ~~Recognizes that v~~ Violations of applicable local, state, and federal laws may subject a student or employee to a variety of legal sanctions including, but not limited to, fines, incarceration, imprisonment, and/or community service requirements. Convictions become a part of an individual's criminal record and may prohibit a certain career and professional opportunities. A current listing of applicable local, state, and federal sanctions can be obtained through the Office of Student Affairs/Services and Human Resources.
- 5) ~~Requires a~~ An employee shall notify his or her supervisor in writing of a criminal conviction for drug or alcohol-related offenses occurring in the workplace no later than five calendar days following the conviction.
- 6) The University p rovides access to information about the dangers of drug and alcohol abuse. Voluntary participation in or referral to these services is strictly confidential.
- 7) ~~Forbids a~~ An employee shall not ~~from performing safety sensitive~~ safety functions while a prohibited drug is in his or her system.

- 8) ~~The University may require~~Mandates drug testing of safety sensitive safety employees (as defined by federal law) prior to employment, when there is reasonable cause, after an accident, on a random basis, and before allowing the employee to returning to duty after refusing to take a drug test or after not passing a drug test. (Sensitive safety employees are defined in CFR Volume 32, Part 280 and CFR Volume 49, Part 653. This legislation is available for review in Human Resources.)
- 9) ~~The University shall distribute~~Provides for annual distribution of this policy to all staff, faculty, and students.

Health risks generally associated with alcohol and drug abuse can result in, but are not limited to: a lowered immune system, damage to critical nerve cells, physical dependency, lung damage, heart problems, liver disease, physical and mental depression, increased infection, irreversible memory loss, personality changes, and thought disorders.

The appropriate Vice President, Provost, or executive officer is responsible for notifying federal funding agencies within ten calendar days whenever an employee is convicted of a drug-related crime which occurred in the workplace. This policy is subject to the grievance procedure stated elsewhere in the Board of Regents policy.

### 3.1.12—~~BOARD OF REGENTS FIREARMS POLICY~~

Firearms and munitions of all types are prohibited on all property owned, leased, or occupied by the Board of Regents ~~of The University of Oklahoma~~ at all times except as specifically authorized below.

- A) ~~Firearms.~~ For purposes of this policy, firearms include, but are not limited to, the following: conventional weapons, from which a projectile is discharged by an explosive propellant charge; antique, replica, and inert firearms; compressed gas weapons; and spring-propelled weapons. ~~Munitions.~~ For purposes of this policy, munitions include, but are not limited to, any projectile, which incorporates a propellant charge and/or explosive contents.
- B) Firearms are permitted on campus only under the following circumstances:
- 1) In the possession or control of sworn law enforcement officers or properly licensed armed security guards employed by the University who are performing their assigned duties.
  - 2) In the possession of personnel of active or reserve armed forces of the United States or the Oklahoma National Guard when in the performance of duties assigned by an authorized commander.
  - 3) In the possession of ROTC participants when under the supervision of authorized members of the regular armed services.

- ~~4) For use as a teaching aid in authorized academic programs.~~
- 4) As “starter pistols”, incapable of chambering or firing live projectile ammunition, for athletic events. Starter pistols and blank ammunition shall be secured at all times when not in use, and shall be under the supervision and control of appropriate staff or athletic officials when in use.
- 5) As construction equipment employing blank ammunition as a propellant for setting fasteners when used by and under the supervision of authorized and trained personnel.
- 6) For use as a teaching aid, subject to the following conditions:
- a) Permission for such use must be granted by the academic department chair/head and prior notice of the presence of the firearm on campus must be given to the Director of Campus Police.
  - b) Such firearms must approved and secured by means acceptable to the Director of Campus Police.
  - c) Munitions shall not be present with firearms when used in class.
- 8) Any group desiring to use a firearm and/or munitions for ceremonial purposes on the campus will tender a request to the Director of Campus Police. The Director will review the request and forward it to the Office of Legal Counsel with a recommendation for approval or disapproval based upon safety considerations. The Office of Legal Counsel will notify the Director and any other appropriate officials of any approvals that are granted for the use of ceremonial firearms.
- 7) For use during a public performance, subject to the following conditions:
- a) Firearms for use in public performances shall be rendered inoperable whenever discharge is not required as an integral part of the production.
  - b) When discharge is necessary as part of a performance, blank ammunition shall be used. Blank ammunition is not permitted in weapons pointed at performers at any time during the production.
  - c) Weapons present for a performance shall be kept secure or in the possession of a designated staff member at all times when not actively in use.
- 6) For display in support of the educational mission of the University. Such firearms must be inoperable and approved and secured by means acceptable by the Director of Campus Police.

For purposes of this policy, "inoperable" means physically rendered incapable of firing either by removal of critical parts or installation of a device to prevent operation, or both. Where firearms are required to be inoperable, the Director of Campus Police shall inspect and certify that the firearm is inoperable.

### 3.1.13—CANDIDATES FOR POLITICAL OFFICE

~~Believing it to be for the best interests of Cameron University and Rogers State University it is hereby resolved by the Board of Regents that any member of the faculty or~~ Any employee of the University who becomes a candidate in any primary or general election for any county, state, or federal office, said faculty member or employee, announcing his candidacy for any said office, shall, prior to announcing his or her candidacy for any said office, first offer his or her resignation to the Board of Regents, without reservation.

~~In making the announcement of the adoption of the resolution, the Board of Regents stated: that it "In adopting this resolution, the Board of Regents does did not want to be understood as offering discouragement to faculty members or employees from becoming candidates for public office. As an American citizen a faculty member or any eEmployees may regard it hisas their duty to become a-candidates."~~

### 3.1.14—POLITICAL CONTRIBUTIONS BY THE PRESIDENT

While the President has significant political rights under applicable state and federal statutory and constitutional law, his or her political activities must not be represented or implied to represent that the President is speaking on behalf of the Board of Regents or the University.

~~Given that the university president, in representing the interests of a public university, must remain impartial relative to his/her active involvement in political campaigns, the president is expressly prohibited from making or soliciting financial contributions to political parties, PACS or candidates.~~

## **3.2—OFFICE OF EQUAL OPPORTUNITY POLICIES**

### **3.2.1—EQUAL OPPORTUNITY POLICY**

~~The Cameron University and Rogers State University, are in compliance with all applicable Federal and State laws and regulations, does not discriminate on the basis of race, color, national origin, sex, age, religion, political beliefs, disability, or status as a veteran in any of its policies, practices or procedures. This includes but is not limited to admissions, employment, financial aid, and education services.~~

### **3.2.2—AFFIRMATIVE ACTION PLAN**

The Affirmative Action Plan serves to supplement the Board of Regents<sup>2</sup> policy on equal opportunity, as it pertains to employment, and is an integral part of the employment policies of ~~Cameron University and Rogers State~~ the University. The Plan is revised once each year to address the current requirements for affirmative action in employment. The principal objectives are:

- 1) To assure all persons equal opportunity for employment and advancement in employment regardless of race, color, national origin, sex, religion, age, disability, political beliefs, or status as a veteran.
- 2) To meet institutional responsibilities under the Civil Rights Act of 1964 and commitments as a federal contractor under Executive Order 11246 and Executive Order 11375.
- 3) To take positive actions in the recruitment, placement, development and advancement of women and racial minority members in University employment.

Each person having administrative or supervisory responsibilities is expected to provide leadership in applying the Affirmative Action Plan.

Coordination of the application of the Affirmative Action Plan is the responsibility of the Office of Human Resources. ~~These officials are designated Equal Employment Opportunity Officers for their respective areas of responsibility.~~

### **3.2.3—RACIAL AND ETHNIC HARASSMENT POLICY**

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#### **I. INTRODUCTION**

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Diversity is one of the strengths of our society as well as one of the hallmarks of a great university. ~~Cameron University and Rogers State~~ The University supports diversity and therefore ~~is~~ committed to maintaining employment and educational settings which are multicultural,

multiethnic, and multiracial. Respecting cultural differences and promoting dignity among all members of the University community are responsibilities each of us must share.

Racial and ethnic harassment is a growing concern across American college campuses. It has taken various forms, from criminal acts (assault and battery, vandalism, destruction of property) to anonymous, malicious intimidation, most often directed toward persons whose race and ethnicity is readily identifiable. In employment, racial/ethnic harassment is race discrimination, which interferes with an employee's ability to perform his or her duties or creates a hostile or intimidating work environment, prohibited by law under Title VII of the Civil Rights Act of 1964. In the educational context, racial/ethnic harassment is race discrimination, which interferes with the students' opportunities to enjoy the educational program offered by the University, prohibited by law under Title VI of the Civil Rights Act of 1964.

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## II. POLICY STATEMENT

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Principles of academic freedom and freedom of expression require tolerance of the expression of ideas and opinions, which may be offensive to some, and the University respects and upholds these principles. The University also adheres to the laws prohibiting discrimination in employment and education. The University recognizes that conduct which constitutes racial/ethnic harassment in employment or educational programs and activities shall be prohibited and is subject to remedial or corrective action as set forth in this policy. This policy is premised on the University's obligation to provide an nondiscriminatory environment free from unlawful discrimination which is conducive to employment and learning. The University will vigorously exercise its authority to protect employees and students from harassment by agents or employees of the University, students, and visitors, or guests.

~~Specifically, a~~ Agents or employees of the University, acting within the scope of their official duties, shall not treat an individual differently on the basis of race, color, or national origin in the context of an employment or educational program or activity without a legitimate, nondiscriminatory reason, ~~so as to interfere with or limit the ability of the individual to participate in or benefit from the services, activities, or privileges provided by the university; and,~~

The University shall not subject an individual to different treatment on the basis of race or ethnicity by effectively causing, encouraging, accepting, tolerating, or failing to correct a racially or ethnically hostile environment of which it has notice.

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## III. ~~REMEDIES OR~~ CORRECTIVE ACTIONS

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Violations of this policy shall result in corrective action(s) ~~or remedy(ies)~~ designed to reestablish an employment or educational environment which is conducive to work or learning. Corrective actions ~~or remedies~~ will include disciplinary action directed by the executive officer having responsibility for the offender, where appropriate. ~~Remedies or c~~Corrective actions will be

tailored to redress the specific problem and may range from apologies, mandatory attendance at specific training programs, reprimands, suspension, or demotion; to expulsion or termination. Remedies or ~~e~~Corrective actions shall be based upon the facts and circumstances of each case and shall be in accordance with the terms and guidelines of the applicable campus grievance procedures.

Violations of this policy by students will be considered as violations of the sStudent cCode and will subject student offenders to the ~~remedy(ies)~~ and corrective action(s) provided by the cCode.

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#### IV. ADMINISTRATIVE ACTION

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The University recognizes its obligation to address incidents of racial/ethnic harassment on campus when it becomes aware of their existence, even if no complaints are filed; therefore, in such circumstances, the University reserves the right to take appropriate action unilaterally under this policy.

With respect to students, the University cChief sStudent aAffairs officer or other appropriate persons in authority may take immediate administrative or disciplinary action, which is deemed necessary for the welfare or safety of the University community. Any student so affected must be granted due process including a proper hearing. Any hearing involving disciplinary suspension or expulsion shall be conducted in accordance with the University's sStudent cCode. Lesser administrative or disciplinary action may be appealed to the University Chief Student Affairs Officer. Such requests must be in writing and filed within seven calendar days following summary action. The University cChief sStudent aAffairs officer will issue a written determination to the student within three working days following the date the request is received.

With respect to employees, upon a determination at any stage in the investigation or grievance procedure that the continued performance of either party's regular duties or University responsibilities would be inappropriate, the proper executive officer may suspend or reassign said duties or responsibilities or place the individual on leave of absence, with or without pay, as may be approved by the President, pending the completion of the investigation or grievance procedure.

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#### V. RETALIATION

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Threats or other forms of intimidation or retaliation against complaining witnesses, other witnesses, any reviewing officer, or any review panel shall constitute a separate violation of this policy which may be subject to direct administrative action.

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#### VI. COMPLAINT PROCESS

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The complaint procedures delineated herein applies to all students, faculty, staff, guests, or visitors. Complaints alleging violation of the racial and ethnic harassment policy will be reviewed and investigated by the appropriate University office. Complaints may be resolved informally or



may proceed through the applicable formal complaint proceedings. Complaints may be filed in the following manner:

- 1) ~~Complaints against students or student organizations, faculty or staff, or contractors working on University premises shall be filed with the Office of Equal Opportunity Officer for review and investigation. The University Equal Opportunity Officer, or his or her designee, may assist in the informal resolution of the complaint or in processing a complaint through the applicable University campus procedures.~~
- 2) ~~Complaints against faculty or staff shall be filed with the Office of Equal Opportunity. The University Equal Opportunity Officer or his/her designee may assist in the informal resolution of the complaint or in processing a complaint through the applicable campus procedures for faculty and staff.~~
- 3) ~~Complaints against contractors working on university premises shall be filed with the Office of Equal Opportunity. The University Equal Opportunity Officer or his/her designee may assist in the informal resolution of the complaint or in processing a complaint through the applicable campus procedures for faculty, staff and students.~~
- 4) ~~Complaints against visitors or guests should be directed to the University Campus Police Department office on the campus where the incident occurred. The Campus Police will forward informational copies of all reports and inquiries dealing with discrimination, harassment, or hate crimes to the Office of Equal Opportunity Officer.~~

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#### VII. RESPONSIBLE OFFICIAL

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The ~~University Equal Opportunity Officer~~ is charged with the responsibility for administering this policy. The ~~Office of Equal Opportunity~~ will serve as a repository for all records of complaints, investigative reports, and remedies/corrective actions in connection with this policy. The ~~University Equal Opportunity Officer~~ is the overall coordinator of all University ~~a~~Activities dealing with discrimination in employment or education.

To contact the Equal Opportunity Office:

Cameron University  
Office of Personnel Services

Rogers State University  
Office of Human Resources

## 3.2.4—SEXUAL HARASSMENT/SEXUAL ASSAULT POLICY

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**STATEMENT**

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The Board of Regents explicitly condemns sexual harassment of students, staff, and faculty. Sexual harassment is unlawful and will subject those who engage in it to University sanctions as well as civil and criminal penalties.

When criminal action is pursued in addition to an administrative grievance under this policy, the Office of Equal Opportunity will coordinate its investigative actions with the University or local law enforcement authorities to ensure that criminal prosecution is not jeopardized. The University Equal Opportunity Officer may defer administrative action at the request of University or local law enforcement authorities pending completion of the criminal investigation. Where review by the University Equal Opportunity Officer or other University executive officer determines that immediate administrative action is necessary for the safety, health, and well-being of the University campus community, such action may be taken in advance of resolution of criminal charges.

Since some members of the University community hold positions of authority that may involve the legitimate exercise of power over others, it is their responsibility to be sensitive to that power. Faculty, and supervisors in particular, in their relationships with students and subordinates, need to be aware of potential conflicts of interest and the possible compromise of their evaluative capacity. Because there is an inherent power difference in these relationships, the potential exists for the less powerful person to perceive a coercive element in suggestions regarding activities outside those appropriate to the professional relationship. It is the responsibility of faculty and staff to behave in such a manner that their words or actions cannot reasonably be perceived as sexually coercive, abusive, or exploitive. Sexual harassment also can involve relationships among equals as when repeated advances, demeaning verbal behavior, or offensive physical contact interfere with an individual's ability to work and study productively.

The University is committed to providing an environment of study and work free from sexual harassment and to ensuring the accessibility of appropriate grievance procedures for addressing all complaints regarding sexual harassment. The University reserves the right, however, to deal administratively with sexual harassment issues whenever becoming aware of their existence. Records of all complaints, except for hearings before the Faculty Appeals Committee, shall be transmitted to and maintained by the University Equal Opportunity Officer as confidential records.

The University encourages victims to report instances of sexual assault or other sex offenses, either forcible or nonforcible. In addition to internal grievance procedures, victims are encouraged to file complaints or reports with Campus Police or local law enforcement agencies by telephoning 911, as soon as possible after the offense occurs in order to preserve evidence necessary to the proof of criminal offenses. The Campus Police Department is available to assist victims in filing reports with other area law enforcement agencies.

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**DEFINITION OF SEXUAL HARASSMENT**

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Sexual harassment shall be defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature in the following context:

- 1) When submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic standing, or
- 2) When submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual, or
- 3) When such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working or academic environment.

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**EXAMPLES OF PROHIBITED CONDUCT**

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Conduct prohibited by this policy may include, but is not limited to:

- Unwelcome sexual flirtation; advances or propositions for sexual activity.
- Continued or repeated verbal abuse of a sexual nature, such as suggestive comments and sexually explicit jokes.
- Sexually degrading language to describe an individual.
- Remarks of a sexual nature to describe a person's body or clothing.
- Display of sexually demeaning objects or pictures.
- Offensive physical contact, such as unwelcome touching, pinching, brushing the body.
- Coerced sexual intercourse.
- Sexual assault.
- Rape, date or acquaintance rape, or other sex offenses, forcible or nonforcible.
- Actions indicating that benefits will be gained or lost based on response to a sexual advances.

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**RETALIATION**


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Any attempt to penalize or retaliate against a person for filing a complaint or participating in the investigation of a complaint of sexual harassment will be treated as a separate and distinct violation of this University Policy.

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**SANCTIONS**


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Appropriate disciplinary action may include a range of actions up to and including dismissal and/or expulsion.

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**COMPLAINT PROCEDURE**


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Complaints alleging a violation of the Sexual Harassment/Sexual Assault Policy shall be handled in accordance with the Equal Opportunity Grievance Procedure For Complaints Based Upon Discrimination, Sexual Harassment, Sexual Assault, Consensual Sexual Relationships, Retaliation Or Racial and Ethnic Harassment.

### 3.2.5—DISCRIMINATION POLICY

*(for Other than Sexual or Racial/Ethnic Harassment)*

The University has a policy of internal adjudication in matters relating to alleged discrimination. Any faculty member, staff member, or student, including without restriction, those on temporary or part-time status, who believes that he or she has been discriminated or retaliated against should file a complaint under the Equal Opportunity Grievance Procedure For Complaints Based Upon Discrimination, Sexual Harassment, Sexual Assault, Consensual Sexual Relationships, Retaliation Or Racial And Ethnic Harassment.

Any attempt to penalize or retaliate against a person for filing a complaint or participating in the investigation of a complaint of discrimination and/or harassment will be treated as a separate and distinct violation of this university policy.

### 3.2.6—CONSENSUAL SEXUAL RELATIONSHIPS POLICY

#### RATIONALE

The University's educational mission is promoted by professionalism in faculty, staff, and student relationships. Professionalism is fostered by an atmosphere of mutual trust and respect.

Actions of faculty, staff, and students that harm this atmosphere undermine professionalism and hinder fulfillment of the University's mission. Trust and respect are diminished when those in positions of authority abuse, or appear to abuse, their power. Those who abuse, or appear to abuse, their power in such a context violate their duty to the University

University employees exercise power over subordinate employees and students, whether in giving them praise or criticism; evaluating them; making recommendations for promotion, further studies, their future employment; or conferring any other benefits on them. Amorous relationships between employees and subordinate employees or subordinate students are wrong when the employee has professional responsibility for the subordinate employee or student. Such situations greatly increase the opportunities that a University employee may abuse his or her power and sexually exploit the subordinate employee or subordinate student. Voluntary consent in such a relationship is suspect, given the fundamentally asymmetric nature of the relationship. Moreover, other employees and students will likely be adversely affected by such unprofessional behavior because it places the employee in a position to favor or advance one individual's interest at the expense of others and implicitly makes obtaining benefits contingent on amorous or sexual favors. Therefore, the University will view it as unethical if staff or faculty members engage in amorous relations with subordinate employees or students enrolled in their classes or subject to their supervision, even when both parties appear to have consented to the relationship.

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### DEFINITIONS

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As used in this policy, the term "employee" includes all employees, including but not limited to, academic and non-academic administrators, supervisory personnel, staff, faculty, graduate students with or without teaching responsibilities, student employees, and other instructional personnel. The term "consensual sexual relationship" may include amorous or romantic relationships and is intended to indicate conduct which goes beyond what a person of ordinary sensibilities would believe to be a collegial or professional relationship.

The term, "subordinate" as used here means an employee or student in a position of lesser power or authority than the other party to the amorous relationship; e.g., any employee or student who is beneath another in the employment chain of command or who relies upon the other for day-to-day directions would be "subordinate" as would a project team member or housing resident with respect to the project director or resident advisor, respectively.

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### POLICY

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#### A. Employee Relationships with Subordinate Students or Subordinate Employees

1. Instructional Context – It is considered a serious breach of professional ethics for an employee to initiate or acquiesce in a sexual relationship with a student who is enrolled in a course being taught by the employee or whose academic work (including work as a teaching assistant) is being supervised by the employee.

2. Other Contexts -- Sexual relationships between employees and subordinate employees or subordinate students occurring outside the instructional context may also lead to difficulties, particularly when the employee and subordinate employee or subordinate student are in the same academic unit or in units that are closely allied. Relationships that the parties view as consensual may appear to others to be exploitative. Further, in such situations the employee may face serious conflicts of interest and must be careful to distance himself or herself from any decisions that may reward or penalize the subordinate employee or subordinate student involved. An employee who fails to withdraw from participation in activities or decisions that may reward or penalize such subordinates with whom the employee has or has had a n amorous relationship will be deemed to have violated his or her ethical and professional obligations to the University.

**B. Prohibitions**

1. Consensual sexual relationships between employees and subordinate employees or subordinate students are prohibited. Violations of this policy may lead to disciplinary action up to and including termination and/or expulsion.

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**COMPLAINT PROCEDURE**

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Complaints alleging a violation of the Consensual Sexual Relationships Policy shall be handled in accordance with the Office of Equal Opportunity Grievance Procedure.

To contact the University office of Equal Opportunity:

Cameron University  
Office of Personnel Services

Rogers State University  
Office of Human Resources

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**RATIONALE**

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~~The University's educational mission is promoted by professionalism in faculty-student relationships. Professionalism is fostered by an atmosphere of mutual trust and respect. Actions of faculty members and students that harm this atmosphere undermine professionalism and hinder fulfillment of the University's educational mission. Trust and respect are diminished when those in positions of authority abuse, or appear to abuse, their power. Those who abuse, or appear to abuse, their power in such a context violate their duty to the University community.~~

~~Faculty members exercise power over students, whether in giving them praise or criticism, evaluating them, making recommendations for further studies or their future employment, or conferring any other benefits on them. Amorous relationships between faculty members and students are wrong when the faculty member has professional responsibility for the student. Such~~

situations greatly increase the chances that the faculty member will abuse his or her power and sexually exploit the student. Voluntary consent by the student in such a relationship is suspect, given the fundamentally asymmetric nature of the relationship. Moreover, other students and faculty may be affected by such unprofessional behavior because it places the faculty member in a position to favor or advance one student's interest at the expense of others and implicitly makes obtaining benefits contingent on amorous or sexual favors. Therefore, the University will view it as unethical if faculty members engage in amorous relations with students enrolled in their classes or subject to their supervision, even when both parties appear to have consented to the relationship.

As with faculty, staff may also be in a position to exert authority and control over students. Staff, too, must be conscious of the potential for abuse of power inherent in their relationships with students. Students rely on staff for assistance and guidance in dealing with issues such as scheduling of classes, financial aid, tutoring, housing, meals, employment, educational programs, social activities, and many other aspects of University life. Those who deal with students are expected to provide them with support and positive reinforcement. Staff who would deal with students in a sexual manner abuse, or appear to abuse, their power and violate their duty to the University community.

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#### ~~DEFINITIONS~~

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As used in this policy, the terms "faculty" or "faculty member" mean all those who teach at the University, and include graduate students with teaching responsibilities and other instructional personnel. The terms "staff" or "staff members" mean all employees who are not faculty, and include academic and non-academic administrators as well as supervisory personnel. The term "consensual sexual relationship" may include amorous or romantic relationships, and is intended to indicate conduct, which goes beyond what a person of ordinary sensibilities would believe to be a collegial or professional relationship.

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#### ~~POLICY~~

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#### ~~A. FACULTY/STUDENT RELATIONSHIPS~~

##### ~~WITHIN THE INSTRUCTIONAL CONTEXT~~

It is considered a serious breach of professional ethics for a member of the faculty to initiate or acquiesce in a sexual relationship with a student who is enrolled in a course being taught by the faculty member or whose academic work (including work as a teaching assistant) is being supervised by the faculty member.

##### ~~OUTSIDE THE INSTRUCTIONAL CONTEXT~~

Sexual relationships between faculty members and students occurring outside the instructional context may lead to difficulties. Particularly when the faculty member and student are in the same academic unit or in units that are academically allied, relationships that the parties view as consensual may appear to others to be exploitative. Further, in such situations the faculty

~~member may face serious conflicts of interest and should be careful to distance himself or herself from any decisions that may reward or penalize the student involved. A faculty member who fails to withdraw from participation in activities or decisions that may reward or penalize a student with whom the faculty member has or has had an amorous relationship will be deemed to have violated his or her ethical obligation to the student, to other students, to colleagues, and to the University.~~

#### ~~B. STAFF/STUDENT RELATIONSHIPS~~

~~Consensual sexual relationships between staff and students are prohibited in cases where the staff member has authority or control over the student. A staff member who fails to withdraw from participation in activities or decisions that may reward or penalize a student with whom the staff member has or has had an amorous relationship will be deemed to have violated his or her ethical obligation to the student, to other students, to colleagues, and to the University.~~

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### COMPLAINT PROCEDURE

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~~Complaints alleging a violation of the Consensual Sexual Relationships Policy shall be handled in accordance with the Grievance Procedure For Complaints Based Upon Discrimination, Sexual Harassment, Sexual Assault, Consensual Sexual Relationships Or Racial and Ethnic Harassment.~~

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#### ~~EQUAL OPPORTUNITY GRIEVANCE PROCEDURE GRIEVANCE PROCEDURE FOR COMPLAINTS BASED UPON DISCRIMINATION, SEXUAL HARASSMENT, SEXUAL ASSAULT, CONSENSUAL SEXUAL RELATIONSHIPS, RETALIATION OR RACIAL AND ETHNIC HARASSMENT~~

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#### **A. WHO MAY USE PROCEDURE**

The grievance procedure embodied herein shall be available to any person who, at the time of the acts complained of, was employed by, was an applicant for employment, or was enrolled as a student at the Cameron University and/or Rogers State University.

#### **B. FILING OF COMPLAINT**

This procedure applies to pPersons who have complaints alleging discrimination based upon race, color, national origin, sex, age 40 or above, religion, disability, political beliefs, or status as a veteran or complaints alleging sexual harassment, consensual sexual relationships, retaliation, or racial and ethnic discrimination, harassment, or retaliation. Such persons may file their complaints ~~them~~ in writing with the University Equal Opportunity Officer.

Complainants who exercise their right to use this procedure agree to accept its conditions as outlined. Where multiple issues exist, (e.g. i.e. sexual harassment and violation of due process or grade appeal), the complainant must specify all of the grounds of the grievance of which the



complainant knows or should have reasonably known at the time of filing. A grievance filed under this procedure may normally not be filed under any other University grievance procedure. Depending on the nature of the issues involved, the complainant will be advised by the University Equal Opportunity Officer or ~~his/her~~ his or her designee about the appropriate procedure(s) to utilize.

### C. TIMING OF COMPLAINT

Any complaint must be filed with the University Equal Opportunity Officer within 180 calendar days of the act of alleged discrimination, ~~or harassment, or retaliation~~. The University Equal Opportunity Officer may reasonably extend all other time periods.

### D. ADMINISTRATIVE ACTION

- 1) The University recognizes its obligation to address incidents of discrimination, ~~and harassment, or retaliation~~ on campus when it becomes aware of their existence. Even if no complaints are filed, the University reserves the right to take appropriate action unilaterally under this procedure.
- 2) With respect to students, the University Vice President for Student Affairs and/or Dean of Students or other appropriate persons in authority may take immediate administrative or disciplinary action, which is deemed necessary for the welfare or safety of the University Community. Any student so affected must be granted appropriate due process.
- 3) With respect to employees, upon a determination at any stage in the investigation or grievance procedure that the continued performance of either party's regular duties or University responsibilities would be inappropriate, the proper executive officer may suspend or reassign said duties or responsibilities or place the individual on leave of absence pending the completion of the investigation or grievance procedure.

### WITHDRAWAL OF COMPLAINT

The complainant may withdraw the complaint at any point ~~during the investigation or~~ prior to the adjournment of a formal hearing.

### CONFIDENTIALITY OF PROCEEDINGS AND RECORDS

Investigators and members of the Hearing Panel reviewing the grievance are individually charged to preserve confidentiality with respect to any matter investigated or heard. A breach of the duty to preserve confidentiality is considered a serious offense and will subject the offender to appropriate disciplinary action. Parties and witnesses also are admonished to maintain confidentiality with regard to these proceedings.

All records, involving discrimination, ~~or harassment, or retaliation~~ upon disposition of a complaint, shall be transmitted to and maintained by the University Equal Opportunity Officer as confidential records except to the extent disclosure is required by law.

## PROCEEDINGS

## INVESTIGATION

Upon receipt of a complaint, the University Equal Opportunity Officer is empowered to investigate the charge, to interview the parties and others, and to gather ~~any~~ pertinent evidence. The investigation should be completed within 60 calendar days of receipt of the complaint, or as soon as practical. If a time period is extended for more than 10 calendar days, the University Equal Opportunity EO/AA Officer will provide written or oral notice of reason for extension to all parties involved. The investigator shall prepare a record of the investigation.

In arriving at a determination of a policy violation, at any stage of the proceedings, the evidence as a whole and the totality of the circumstances and the context in which the alleged incident(s) occurred shall be considered. The determination will be made from the facts on a case-by-case basis.

Upon completion of the investigation, the University Equal Opportunity Officer is authorized to take the following actions:

- a) Satisfactory Resolution—Resolve the matter to the satisfaction of the University and both the complainant and the respondent. If a resolution satisfactory to the University and both parties is reached through the efforts of the University Equal Opportunity Officer, he or she shall prepare a written statement indicating the resolution. At that time, the investigation and the record thereof shall be closed.
- b) Dismissal—Find that no policy violation occurred and dismiss the complaint, giving written notice of said dismissal to each party involved. Within 15 calendar days of the date of the notice of dismissal, the complainant may appeal said dismissal in writing to the University Equal Opportunity Officer by requesting a hearing. If no appeal is filed within the 15 calendar day period, the case is considered closed.
- c) Determination of Impropriety
  - 1) Make a finding of impropriety and notify the parties of the action to be taken. Either party has the right to appeal said determination in writing within 15 calendar days of the date of the notice of determination to the University Equal Opportunity Officer by requesting a hearing. If no appeal is filed within the 15 calendar day period, the case is considered closed.
  - 2) In the case of a complaint against a faculty member, the administrative investigator may determine that the evidence is sufficiently clear and serious so as to warrant the immediate commencement of formal proceedings as provided in the ~~Abrogation of Tenure, Dismissal Before Expiration of a Term Appointment, and Severe Sanctions~~ sections of the Faculty Handbook. If the President concurs with the administrator's finding, the case may be removed at

the option of the accused from the grievance proceedings contained herein, and further action in the case shall be governed by the ~~Abrogation of Tenure, Dismissal Before Expiration of a Term Appointment, and Severe Sanctions~~ sections in the Faculty Handbook. Otherwise, this policy and procedure shall apply.

~~The specific provisions prescribing these policies and detailed procedures are set forth in the Faculty Handbooks of the respective campuses, and the Staff Handbooks of the University. Any modification to a Regent's policy in these handbooks must be made through action of the Board of Regents.~~

### **3.3 RETIREMENT POLICY**

For specific University retirement policies, see the University's ~~Staff Handbook~~ Personnel Policy Manual.

### ~~3.43—INTERNAL AUDITING LEGAL AND COMPLIANCE ISSUES~~

#### ~~3.43.1—INTERNAL AUDITING CHARTER~~

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##### PURPOSE

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Internal auditing is an independent appraisal activity established within the University organization to examine and evaluate its activities. The objectives of internal auditing are to assist members of the organization in the effective discharge of their responsibilities by furnishing them with analysis, appraisals, recommendations, and pertinent comments concerning the activities reviewed. However, the internal audit review and appraisal of an area shall not in any way relieve management of its assigned responsibilities.

~~3909D and Okla. Stat. Tit. 70. 228 and 229 provide that the Board of Regents shall establish an internal audit function, which employs a sufficient number of internal auditors to meet the Board's fiduciary responsibilities. The internal audit function shall be responsible to the Board of Regents and the Presidents, and shall be conducted in accordance with "Standards for the Professional Practice of Internal Auditing." The Presidents and all members of the Board of Regents shall receive copies of the audit reports, as well as, the State Auditor and Inspector. The Board of Regents shall, at least annually, review and prescribe the plan of work to be performed by the internal auditors.~~

~~The Internal Audit Director at the University of Oklahoma is authorized by the Presidents and the Regents to direct a broad, comprehensive program of internal auditing throughout the University. The University Internal Audit Department will evaluate the adequacy of the internal control structure. In order to accomplish these objectives, the Internal Audit Director and the Internal Audit Staff are authorized by the Presidents and the Board of Regents to have full, free, and unrestricted access to all University functions, records, property, and personnel. In the event any officer, agent, or employee of the Universities shall fail to cooperate fully with the Internal Audit Director or shall otherwise hinder or prevent or attempt to hinder or prevent any audit, the Internal Audit Director shall immediately and simultaneously report the same to the appropriate President and to the Board of Regents Finance and Audit Committee.~~

~~The position of Internal Audit Director is a staff position without authority or direct control over those units being reviewed. In this connection, the University Internal Audit Staff will not install procedures, originate or approve entries or otherwise engage in any activity that they will subsequently be expected to review or appraise.~~

~~The Internal Audit Director is responsible to the Board of Regents and the Presidents of the Universities for all of the internal auditing efforts throughout the Universities. This includes those efforts on the Norman Campus; at the Health Sciences Center in Oklahoma City; the Norman Campus and Health Sciences Center Campus functions in Tulsa; Cameron University, Lawton; Rogers State University, Claremore; and at any other locations for which the Regents of~~

~~The University of Oklahoma Regents have responsibility. The Internal Audit Director shall be appointed and terminated by the Board of Regents and the Presidents~~

#### AUTHORITY

Oklahoma law provides that the Board of Regents shall establish an internal audit function that employs a sufficient number of internal auditors to meet the Board of Regents' fiduciary responsibilities. The internal audit function shall be responsible to the Board of Regents and the President and shall be conducted in accordance with "Standards for the Professional Practice of Internal Auditing." The President and all members of the Board of Regents shall receive copies of the audit reports, as will the State Auditor and Inspector. The Board of Regents shall, at least annually, review and prescribe the plan of work to be performed by the internal auditors.

The Internal Audit Director at the University is authorized by the Board of Regents to direct a broad, comprehensive program of internal auditing throughout the University. The University Internal Audit Department will evaluate the adequacy of the internal control structure. In order to accomplish these objectives, the Internal Audit Director and the Internal Audit staff are authorized by the President and the Board of Regents to have full, free, and unrestricted access to all University functions, records, property, and personnel. In the event any officer, agent, or employee of the University shall fail to cooperate fully with the Internal Audit Director or shall otherwise hinder or prevent or attempt to hinder or prevent any audit, the Internal Audit Director shall immediately and simultaneously report the same to the President and to the Board of Regents Finance and Audit Committee.

The position of Internal Audit Director is a staff position without authority or direct control over those units being reviewed. In this connection, the University Internal Audit staff will not install procedures, originate or approve entries, or otherwise engage in any activity that they will subsequently be expected to review or appraise.

The Internal Audit Director is responsible to the Board of Regents and the Presidents for all of the internal auditing efforts throughout the Universities. This includes those efforts on the Norman Campus, the Health Sciences Center Campus, the Norman and Health Sciences Center Campus functions in Tulsa, Cameron University, and Rogers State University, and any other location for which the Board of Regents has responsibility. With the advice of the Presidents, the Internal Audit Director shall be appointed and terminated by the Board of Regents.

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#### **RESPONSIBILITIES**

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The Internal Audit Department shall execute a comprehensive program to ensure all activities of the organization are reviewed at appropriate intervals, as determined by the Internal Audit Director and the Board of Regents Finance and Audit Committee. An annual audit plan shall be prepared and submitted to the Board of Regents each year for review and approval.

The Internal Audit Department shall review and evaluate systems of control and the quality of ongoing operations, recommend action to correct any deficiencies, and follow-up on management's response to assure corrective action is taken on a timely basis. Annually, the

Internal Audit Director shall report on the adequacy of the internal control structure for each university.

The Internal Audit Department shall appraise the quality of management performance in terms of compliance with policies, plans, procedures, laws, and regulations.

The Internal Audit Department shall identify operational opportunities for improvement in performance by appraising functional effectiveness against industry standards and sound business practices.

University employees have a duty to report instances of suspected fraud to the Internal Auditing Department. The Internal Audit Department will coordinate internal investigations of suspected fraud with the appropriate University officials (e.g. Office of Legal Counsel, Campus Police, University officers, the Compliance Office, and/or departmental personnel).

The Internal Audit Department shall conduct special reviews and consulting services as directed by the Presidents and Board of Regents. Special reviews and consulting services requested by departmental management may be performed at the discretion of the Internal Audit Director. Care should be taken as to retain independence and avoid conflicts of interest when performing consulting services. Consulting services include, but are not limited to, assistance in the implementation of new computer systems and the compliance with new laws and regulations. As part of an implementation team, internal auditors may serve as non-voting members on related steering committees.

The Internal Audit Director shall ensure that written reports are prepared for each internal audit and that such reports are furnished to appropriate management personnel and the senior officer responsible for the audit activity. All completed internal audits shall be submitted to the applicable President and filed with the Vice President for University Governance as soon as completed and provided to all Regents. The Board of Regents shall have the opportunity to discuss any report with the Internal Audit Director.

The Internal Audit Department shall evaluate the adequacy of management's corrective action and perform necessary follow-up procedures to ensure that the corrective action has been implemented.

The Internal Audit Director shall report at each regular meeting of the Board of Regents on any condition that, in the judgment of the Director, could adversely affect the organization. Suspected theft, fraud, or misuse of funds will be reported to the Board of Regents Finance and Audit Committee.

The Internal Audit Department shall submit quarterly reports to the Board of Regents Finance and Audit Committee that summarize audit findings and trends.

The Internal Audit Department shall serve as facilitator and coordinator for all ~~f~~Federal, ~~s~~State, and other external audit agencies. All external audit agencies shall contact the Internal Audit Director for all entrance and exit audit conferences.

The Internal Audit Director will have the responsibility for the direction, personnel, budget, and day-to-day operation of the internal audit function.

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AUTHORITY

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~~Okla. Stat. Tit. 74.~~

### ~~3.3.2~~ 3.5—CONFIDENTIALITY OF LIBRARY RECORDS

~~Cameron University and Rogers State~~ The University adheres to Oklahoma and federal state law with respect to confidentiality of library records. The records of library materials you borrowed or used cannot be disclosed to anyone except:

- 1) Persons acting within the scope of their duties in the administration of the library;
- 2) Persons authorized to inspect such records, in writing, by the individual or group whose records are sought; or
- 3) As otherwise required by law. ~~By order of a court of law.~~

The Board of Regents is vested with the governance of the University. Within its authority is the governance of all finance and management matters, including without limitation, investment, collections, contractual authority, acquisition, development and disposition of property, financial aid, financial emergency, and buying and selling goods and services. Specific provisions pertaining to finance and management and related matters may be set forth in the Faculty and Staff Handbooks, student handbooks, and/or other official policy documents of the University. Any modification to a Board of Regents policy in the policy documents referred to above or elsewhere must be made through action of the Board of Regents.

#### **4.1 — INVESTMENT OF TEMPORARILY IDLE CASH SHORT-TERM INVESTMENT POLICY**

The investment procedures described below are intended to govern the process of investing funds of ~~Cameron University and Rogers State~~ the University under the constitutional and statutory authority of the Board of Regents of ~~The University of Oklahoma~~.

In order to maximize the return on investments, the Vice President for Business Affairs or ~~his~~ his ~~their~~ respective designees, shall invest all allowable funds of the ~~University~~ that can be invested for and on behalf of the ~~Board of Regents~~ University. Such funds include all monies on deposit in the Agency Special Accounts (including, but not limited to, payroll trust funds, funds transferred to construction accounts, and travel trust funds), ~~Treasury Funds~~, and Agency Relationship accounts (including, but not limited to, funds which are advanced by granting agencies as directed by conditions required by the terms of the contract or grant or as required or permitted by terms of a bond resolution or donor requirement) that are not required to be invested by the State Treasurer.

The Vice President for Business Affairs, or ~~his~~ her ~~her~~ respective designees, shall establish procedures to sufficiently analyze the cash flow requirements of the University and determine the amount of funds to be invested and the time period of the investment(s). Allowable instruments shall include those permitted for investment of state monies, as provided by Oklahoma law. Allowable monies may be invested through the Office of the State Treasurer or, provided a higher return on the investment can be earned, with other financial institutions.

Interest income from investments made by the State Treasurer shall accrue to the ~~University~~ institution's Agency Special Fund or fund from which the investment was made, in accordance with the provisions of ~~Section 3906 of Title 70 of the Oklahoma Statutes~~. The Vice President for Business Affairs shall deposit all interest income into the original accounts generating the principal invested as required by the terms of the specific grants or contracts or as required by terms of bond resolutions, donor requirements, federal regulations or other ~~Board of University of Oklahoma Regents'~~ Board of Regents' policy statements. Interest accrued by the investment of pooled funds shall be distributed in accordance with the needs determined by the President and reported to the ~~Board of Regents~~ Board of Regents annually. The ~~University~~ University officials designated above shall ensure that required procedures and records are maintained and available for audit by internal, external, and State auditors.



## 4.2—DEBT POLICY

The issuance of revenue bonds shall be in accordance with the Board of Regents' authority to issue said bonds pursuant to the provisions of Oklahoma law~~70 O.S. Section 4001~~. All revenue bonds shall be secured in accordance with Oklahoma law and the administrative rules of the Council~~Counsel~~ of Bond Oversight.

## 4.3—PUBLIC CONSTRUCTION AND IMPROVEMENT PROJECTS

It is the intent of the Board of Regents to give every qualified bidder an equal opportunity to compete for construction contracts required at the Universities and that such competition be fair and impartial. At the same time, it is the policy of the Board of Regents to assure the University's quality in workmanship and materials at the best possible cost to the University, and that all transactions in respect to public construction and improvement projects to be in compliance with ~~Oklahoma law the Public Competitive Bidding Act of 1974 as amended.~~

Before approval may be granted for any construction project, there must be sufficient existing funds to cover the entire costs of the project, or there must be sufficient pledges or other financial arrangements in existence to cover such costs. In approving such construction costs, the Board of Regents must identify the costs of the project, the estimated operating costs for the project, and the source of funds for all such costs. If any significant or material changes arise in such costs identified to the Board of Regents, the President shall notify the Board of Regents of such changes.

## 4.4—OBLIGATION AND COLLECTION OF STUDENT FEES

Tuition and fees and other fees for special educational services are due prior to the first day of class. The University's administration shall establish and publish a deadline when tuition and fees are payable, after which the payment may be subject to a service/late payment charge.

### 4.4.1—ADD/DROP PERIOD

Changes of schedule may be made during the first two weeks of a regular semester/term and the first week of a summer ~~semester~~/term with appropriate charges and charge removals.

### 4.4.2—LATE PAYMENT

Late payment will require payment in full as well as be subject to a service/late payment charge in an amount determined and published by the University~~institution~~.

The following procedures modify and clarify existing practices of the University governing financial obligations incurred by students, including both initial payments and delinquent debts. These procedures may be categorized as:

- Obligation and collection of registration fees
- Obligation and payment of other charges and fees
- Insufficient funds checks
- Delinquent housing payments

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### OBLIGATION AND COLLECTION OF TUITION AND FEES

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- 1) A financial obligation is incurred at the time a student elects to register. Registration may be canceled without financial obligation at any time before the scheduled first day of classes or during the first two weeks of a regular semester or first week of a summer term~~session~~.
- 2) Students may pay fees prior to the first day of classes. Monthly statements will be prepared and mailed prior to the fee payment deadline. Failure to receive a statement will not exempt a student from late penalties. It is the student's responsibility to determine his/her financial obligation and how it is to be met.

- 3) To avoid penalties and/or service charges, students are required to pay all tuition and fees in total prior to the date designated by the Business Office/Bursar as the last day to pay tuition and fees without penalty. At the time of enrollment, students will receive detailed information regarding tuition and fee payment.
- 4) Students may pay their tuition and fees in four payments during each ~~f~~Fall and ~~s~~Spring semester. These payments are subject to the service charge as defined in paragraph 6.
- 5) Students who do not pay their tuition and fees during the period noted above will be considered to have delinquent accounts. The Business Office/Bursar will send "Overdue Notices" directly to the students when their tuition and fees are not paid on time.
- 6) Students will be charged a payment plan fee and/or a monthly service charge on any unpaid balance on their student accounts receivable that is one billing cycle past due. The payment plan fee and/or a monthly service charge rate is published by the Business Office/Bursar each semester.

Service/Late Payment Charges may be waived if the University, through its action or inaction, has caused the payment for tuition and fees to be made beyond published deadlines or if there are extraordinary circumstances (e.g., death in family, serious illness, accident, etc.) which result in the student's tuition and fees not being paid by the published deadlines. The extraordinary circumstances must be an event, which the student could not reasonably control or foresee. Extraordinary circumstances do not include reasons such as failure to receive a bill, not having the funds to pay, car payment or ~~other~~ different payments due, or other reasons which could be reasonably controlled or foreseen by the student. Students requesting a waiver of the Service/Late Payment Charges due to an extraordinary circumstance should submit a written request to the ~~Business Office/Bursar~~ Business Office/Bursar fully describing the circumstances including copies of supporting information. Requests for waivers should be submitted prior to the published deadline for tuition and fee payment whenever possible. The Business Office/Bursar shall review the request and supporting documentation and determine whether a Service/Late Payment Charges waiver is to be made. In addition, students requesting Service/Late Payment Charges waivers should contact the Office of Financial Aid to determine if the extraordinary circumstance makes them eligible for aid from any of the University's financial aid programs. Students paying tuition and fees with financial aid must obtain a Service/Late Payment Charges waiver from the Office of Financial Aid. Eligibility for this waiver will be determined by the Office of Financial Aid.

- 7) Students with outstanding tuition and fees not in conformance with items 3 or 4 above at the beginning of any enrollment period will not be permitted to enroll. The Business Office/Bursar will notify the Registrar of the names of those students with outstanding tuition and fees. Except for HOLDS on students' accounts that have been referred to Collections, the Business Office/Bursar or designee may remove enrollment HOLDS as an exception

to this policy when, in the judgment of the Business Office/Bursar or his/her designee, there are extraordinary extenuating circumstances which prevented ~~prohibited~~ the students from paying outstanding tuition and fees.

- 8) Until and including the last day of final examinations, students may pay their delinquent accounts by paying tuition and fees for all of their original enrollment plus the service charge noted in item 6\_ above. Students settling their delinquent accounts after the last day of final examinations will be charged an additional penalty over and above charges for delinquent accounts noted above. The amount of the additional late payment charge is published each semester.
- 9) The Business Office/Bursar will notify the Registrar of the names of those students whose tuition and fees are not paid by the last day of classes so that the Registrar may withhold the reporting of their final grades and will not release their transcript.
- 10) Withdrawal from classes after the first two weeks of a fall/spring semester and first week of a summer ~~term~~semester does not relieve students of their financial obligation to the University, and these students will be charged 100% of the tuition and fees due the University.
- 11) Those students who ~~may~~ wish to pay tuition and fees to reinstate for a semester or summer term after the last day of finals for that session must be referred to the Provost or Vice President for Academic Affairs. The basic posture is that retroactive reinstatement would be allowed only in cases where it can be established that the University somehow contributed to the student's late payment by some error on its part. Students requesting to be retroactively enrolled or added for prior semesters will be charged the tuition and fee rates in effect for the current semester plus applicable late fees and service charges.

Regardless of when a student pays tuition and fees, payment for the entire enrollment is required. Selective course payment will not be possible.

- 12) All payments for delinquent accounts must be paid in a manner acceptable to the university.

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#### OBLIGATION AND PAYMENT OF OTHER CHARGES AND FEES

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- 1) Fines, charges, or other miscellaneous fees become a financial obligation of the student at the time they are levied or assessed.
- 2) These charges will be periodically added to the central student accounts receivable maintained by the Business Office/Bursar.
- 3) Payment or satisfactory adjudication of all existing charges may be made at any time. If not paid prior to payment of tuition and fees, all other charges

and fees are immediately due and payment must be made when tuition and fees are paid.

- 4) Miscellaneous charges incurred during the remainder of the semester will be billed to the student on a monthly basis.
- 5) Delinquent payment of charges will not constitute grounds for withdrawal. The charges will be carried forward to the next semester, at which time all fees and charges must be cleared prior to any new enrollment. Except for HOLDS on students' accounts that have been referred to the Collection Office, the Business Office/Bursar or designee may remove enrollment HOLDS as an exception to this policy when, in the judgment of the Business Office/Bursar or designee, there are extraordinary extenuating circumstances which prevented prohibited the students from paying outstanding fees and charges. Students leaving the University will find their official records and transcripts tagged and these records will not be released to other persons, institutions, or agencies until all debts are paid.

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#### DELINQUENT HOUSING PAYMENTS

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A financial and legal obligation is incurred when a student or ~~the student's~~ ~~their~~ parent signs a housing contract. The contract specifies the payment procedures.

The University shall establish, publish, and maintain policies and procedures to ensure the collection of University Housing and Food Services obligations in accordance with housing and food service contracts. Said policies and procedures shall include the use of both internal and external collection offices and the University's Legal Counsel when appropriate.

The ~~c~~Chief ~~b~~Business ~~o~~Officer or his/~~her~~ designee will be responsible for the supervision and enforcement of the procedures set out herein.

All questions about financial obligations should be directed to the Business Office/Bursar. If the question concerns the student's enrollment, verification of registration records will be performed and, if necessary, financial obligations adjusted. If the question concerns miscellaneous charges and fines or fees, satisfactory adjudication must be obtained from the charging department. If it is evident that a problem developed as a result of an error in the University administrative processes, payment and reinstatement will be permitted without additional late charges or penalties.

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#### LEGAL ACTION TO COLLECT ACCOUNTS

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~~The Board of Regents delegate the authority to the President of the universities to authorize~~ the Office of Legal Counsel to institute suit in the name of the Board of Regents of the universities to collect accounts due and owing to the Uuniversities, and further, the authority to compromise or settle said suits upon such terms and conditions as the General Counsel Presidents believes to be in the best interest of the Uuniversity.



## 4.5—FEE REFUND POLICY

The refund policy for tuition and fees (except for Title IV recipients) collected from students at the ~~Universities~~ shall be included in the published Class Schedule, program brochures, and relevant web sites. ~~Refund Policies related to short courses may differ. Refund policies for these activities will be published in the colleges' class schedules, program brochures and relevant websites.~~



## **4.6—SCHOLARSHIP AND FINANCIAL AID INFORMATION**

To facilitate the responsibilities charged to the Financial Aid Services, all scholarship and financial aid information and resources awarded from any school, department, office, or other University-related entity are to be reported to the Office of Financial Aid Services in a complete and timely fashion.

## 4.7—AUXILIARY ENTERPRISES/ SERVICE UNITS

Auxiliary Enterprises and Service Units primarily exist to furnish goods and services to students, faculty, or staff, and charge a fee ~~for directly related to, although not necessarily equal to,~~ the cost of the goods or services. To ensure that data regarding individual Auxiliary Enterprises are complete and adequate for management decisions, cost data should be prepared. Excess funds generated by Auxiliary Enterprises after applying full costing, may be utilized for any lawful purpose to enhance the quality of University life for the students, faculty, or staff, including, but not limited to, student scholarships or other student awards, improvements or additions to University plants, other capital needs, University development, and University promotion.

Each Auxiliary Enterprise and/or Service Unit is to develop, maintain, and implement prudent business practices including, but not limited to:

- A comprehensive procedure manual documenting applicable policies, procedures, standards, and other administrative and operating criteria;
- Formal procedures for outlining operating philosophy and pricing criteria. The underlying procedures must include the processes for evaluating costs and determining prices, fees, charges, etc;
- The development of budgets and operating plans;
- Transfers of excess funds from unrestricted auxiliary accounts to other auxiliary or general University/college accounts shall be permissible within a university/institution to accomplish general management goals and meeting needs and priorities; and
- Periodic reporting of financial activities to the Vice President for Business Affairs the and President, and the Board of Regents.

Creation of Auxiliary Enterprises and Service Units shall be approved by the President or his/her designee. Deletion of any Auxiliary Enterprises and Service Units may be approved by the President or his/her designee. In those circumstances where creation or closure will result in significant financial or other institutional impact, Board of Regents notification is also required.

The primary responsibility for managing each unit shall be with the operating manager of each Auxiliary Enterprise and Service Unit and their respective Dean/Director and Executive officer.

## 4.7.1—UNIVERSITY POLICE OFFICERS

In 1963 the Oklahoma Legislature passed ~~a law that Senate Bill 174 (74 O.S. § 360.15—360.21), which~~ allows universities and colleges to commission their campus police officers. Under this law the police officers have all the power vested by law in peace officers, except the service of civil process, in the protection and guarding of grounds, buildings, persons, and equipment of the University institution, and the prevention of improper conduct and trespassing upon the grounds of the institution. ~~Further~~ ~~The law~~ also allows the commissioned campus police officers to make arrests and take into custody persons guilty of illegal conduct or trespassing.

All campus police officers of the University shall be commissioned by the Board of Regents ~~under 74 O.S. § 360.15—360.21.~~

The ~~statute~~ ~~act~~ provides that the Board of Regents shall prescribe the duties, designate the uniform, fix the compensation, and provide a written commission for the police officers.

The following duties shall be given to the campus police officers:

- To enforce all University rules and regulations referred to them for enforcement.
- To enforce all ~~s~~State and ~~f~~Federal criminal laws upon the property of the University.
- ~~To protect and safeguard all students, employees, and visitors of the University.~~
- To protect and guard all of the grounds, buildings, and equipment of the University ~~of~~.
- To strive to prevent any improper conduct at the University .
- To prevent trespassing upon any property belonging to the University .
- When called upon, to aid any other law enforcement agency.
- To enforce traffic regulations.
- To make investigations and inquiries believed necessary to carry out all of the other duties.
- To make arrests and take into custody any person when such action is necessary to carry out the duties of ~~the~~ his/her office.

The President or his/her designee shall approve the uniforms for police and other enforcement personnel for wear while on duty, or shall prescribe dress appropriate to the individual's assignment. Police uniforms shall clearly identify the wearer as a law enforcement officer, shall be distinguished from uniforms worn by other law enforcement agencies operating in the same

geographic area, and shall represent the University institution in a positive and professional manner.

## 4.8—PARKING AND TRAFFIC REGULATIONS

The Board of Regents has determined that it is in the best interest of the Universities that rules and regulations be promulgated and adopted governing the keeping and use of automobiles by Universities' employees and students, providing parking areas for the employees and students of the Universities, and providing a method of carrying such rules and regulations into effect and the enforcement thereof. The applicable portion of these regulations shall apply to every employee of the Universityies, and the portions applicable to students shall be deemed a part of the established regulations of the University, which govern every student.

The President of the University may revise, alter, or amend these regulations when conditions warrant. Such amendments, revisions, or alterations shall, unless otherwise ruled by the Board of Regents, be effective and of the same dignity as if enacted or ordered by said Board of Regents.

Specific provisions of the University's parking and traffic regulations are prescribed in the University's parking and traffic regulations handbook.

## 4.9—AUTHORITY TO SIGN CONTRACTUAL DOCUMENTS

The authority for any individual to sign contracts on behalf of the University originates with the Board of Regents. ~~For operational efficiency, The Board of Regents has granted to the President the power to delegate such signature authority to appropriate University executives, and officers, and directors.~~ Unless the President specifically delegates this authority to an individual by formal written communication, that individual he/she may not sign any contract or any other document whatsoever that binds, or has the appearance of binding the Board of Regents and/or any element thereof the University.

Such documents include, but are not limited to, purchase orders, grants, contracts, sub-contracts, licenses, leases, funding applications, extensions and renewals, letters and/or memoranda of understanding, sales orders, work orders, and the like. The common feature of such documents is the obligation it imposes on the University, the breach of which may inflict be the potential for legal liability on the University action. Such documents may involve products and services that the University provides to other parties for compensation (revenue); and products and services that the University acquires from other parties in exchange for payment. They may also involve mere agreements by which duties and responsibilities of the parties involved are formally delineated, even though monetary or other valuable consideration may not be involved.

The delegated authority to sign contractual documents does not carry with it any exemption from other policies and procedures that otherwise govern. The President shall designate the positions and names of the individuals who should be authorized to sign contractual documents. Each recommendation shall include the nature of the authority delegated, the areas of activity to which it is limited, and the upper limit of the authority in terms of dollars.

- The original letter of authorization shall be forwarded to the individual to whom the authority is delegated;
- One copy shall be retained in the Office of the Executive Secretary of the Board of Regents; and
- One copy shall be retained by the chief business officers' Vice President for Business Affairs' office and Legal Counsel offices.

All such authorizations, regardless of commencement date, shall expire upon termination from the position or revocation of authorization notification by the President.

~~Any individual receiving delegated authority to sign~~ Except as otherwise may be authorized in writing by the University's Office of Legal Counsel, all contractual documents shall be ~~may~~ processed ~~them through the University's Office of Legal Counsel office.~~ This is to ensure that certain legal limitations governed by the state's constitution, statutes, and case law, are not waived, ignored, or otherwise ~~abridged~~ negotiated. The limitations are listed below.

- ~~□ In the event of conflicting language, the terms and conditions asserted by the university shall govern.~~
- ~~□ Any term or condition contained in a document provided by another party, which conflicts with Oklahoma statute, constitution, or case law shall not apply.~~
- ~~□ The university shall not be bound by the terms and conditions for any separate or related agreement without its have first reviewed it.~~
- ~~□ The university shall not be limited in time with respect to any legal matter related to the transaction at hand.~~
- ~~□ For any legal matters or issues, Oklahoma statutes, case law, or constitution shall govern, and any disputes shall be decided in the jurisdiction within the State of Oklahoma pertaining to the transaction at hand.~~
- ~~□ The university may agree to honor proprietary or confidentiality requirements only to the extent allowed by Oklahoma statute.~~
- ~~□ Any liability with regard to any matter or dispute shall be determined and measured according to Oklahoma statute, case law, or constitution.~~
- ~~□ The university is prohibited from indemnifying another entity, and any liability the university may have in regard to the transaction at hand shall be governed by Oklahoma law.~~
- ~~□ No deposits or cancellation fees shall apply.~~
- ~~□ The university may accept no financial liability with respect to any third parties who may be involved with the transaction at hand.~~
- ~~□ The university may not obligate funds beyond the end of the existing fiscal year, and may cancel any agreement and fix any financial obligation consistent with such limitation.~~
- ~~□ The university may not pay or reimburse for any taxes the other party may be required to pay with respect to the transaction at hand.~~
- The university is covered under the insurance provided by the State, and shall not acquire any additional insurance beyond such coverage.

~~□ The university may agree to 30-day payment terms except that determination of default and late payment penalties shall be determined and measured according to Oklahoma statute.~~

The President may revoke the signature authority of any individual at any time and shall timely notify the appropriate University officers ~~Executive Secretary and Legal Counsel~~ of such revocation.



## 4.10—BUYING AND SELLING GOODS AND SERVICES

### 4.10.1—POLICY

The University's legal capacity to acquire goods and services from others in exchange for payment, and to provide goods and services to others in exchange for revenue, originates with the Board of Regents. University funds are budgeted on an annual basis, and these budgets are approved by the Board of Regents. The Board of Regents recognizes that substantial authority must be delegated.

### 4.10.2—BUYING GOODS AND SERVICES

The University purchases a substantial volume of goods and services. Except in certain situations, University employees shall acquire these goods and services through an open and competitive process aimed at fairness to interested suppliers and best value for the University. ~~The term Competition~~ allows for the use of new technology in communications, telephone quotes, and prior competitive history. ~~It also includes Existing contracts established by cooperative associations, educational purchasing consortium contracts, existing contracts awarded by a state college or university, and State and federal entities, which meet the criteria for formal competitive process~~ may be considered competitively bid. University departments may request and receive assistance from the Purchasing Department for purchases, regardless of involving any dollar amount.

### 4.10.3—PURCHASES THAT REQUIRE FORMAL COMPETITION OR BIDS

Generally, the dollar amount of a purchase determines whether it must be competitively bidecompeted and whether it must be bid. The dollar limitations are on a per-transaction basis and are not cumulative. Unless otherwise exempted, purchases exceeding \$50,000 must be formally bid. Splitting of orders to avoid skirt this dollar limitation is prohibited.

Unless otherwise exempted, purchases above \$5,000 and not exceeding \$50,000 must be competed competitively bid. Splitting of orders to avoidskirt this dollar limitation is prohibited. The competition may be conducted by the ordering department and the results submitted to the Purchasing Department, which Purchasing may rely on such results, or conduct further competition.

### 4.10.4—PURCHASES THAT DO NOT REQUIRE FORMAL COMPETITION OR BIDS

Because of their unique or peculiar nature, the following types of purchases do not require formal competition or bids. The dollar limitations are on a per-transaction basis and are not cumulative.

- Purchases up to \$50,000 by University departments from University auxiliary enterprises, service ~~units~~departments, or other University units engaged in the resale of products or services in accordance with their mission.
- Purchases of products, services, or utilities for resale, including minor operating supplies consumed in the resale process, by University auxiliary enterprises, service ~~units~~departments, or other University units engaged in the resale of products or services in accordance with their mission.
- Purchases up to \$50,000 of legal, medical, accounting, consulting, architectural, engineering, interior design, appraisal, landscape design, real estate agency, or similar professional services, only when such services are ordered by the President or ~~his or her~~their designee of the University pursuant to University-wide matters of importance, and only when such services represent discrete short-term engagements with specific terminal objectives.
- Purchases up to \$50,000 against University-wide contracts with suppliers; ~~that~~which have been arrived at competitively and for which exclusive usage by University departments has been mandated by the Board of Regents or the President.
- Purchases of professional dues, memberships, and similar products or services that are otherwise authorized, but which cannot reasonably be ~~competed~~competitively bid.
- Purchases of property designated as surplus by federal agencies, state agencies, county governments, municipalities, school districts, other institutions of higher education, and similar bodies; provided, however, that evidence of reasonableness of price must be obtained and maintained.
- ~~Payments to federal agencies, state agencies, county governments, municipalities, school districts, other institutions of higher education, and similar bodies for products and services in situations that cannot reasonably be subjected to the competitive process.~~

~~Such other purchases as may be identified by the Vice President for Business Affairs and approved by the President.~~

Because they are covered by separate University policies and procedures, the following types of purchases do not typically require processing by the Purchasing Department. The dollar limitations are on a per-transaction basis and are not cumulative. However, the requirement for competition may still apply, and the requirement for processing by another University department may apply.

- Individual travel costs (air fare, hotel, ground transportation, conference registrations, etc.) by employees attending conferences, seminars, and the like pursuant to official University business (~~these are governed by~~ policies ~~separate rules on travel reimbursement~~).

- Architectural, engineering, construction, and construction management services related to major real property construction and renovation of University capital assets.
- ☐ ~~Such other purchases as may be identified by the Vice President for Business Affairs and approved by the President.~~

#### 4.10.5—PURCHASES THAT DO NOT REQUIRE COMPETITION OR BIDS

Unless they are otherwise governed, restricted, or addressed by University policy, purchases of \$5,000 or less do not require competition or bidding by the Purchasing Department, although competition is recommended. Splitting of orders to take ~~improper~~ advantage of this dollar limit allowance is prohibited. The ordering department shall ensure that such purchases meet all other requirements including, but not limited to, legality, availability of funding, and whether the purchase is allowable, as in the case of a sponsored grant or contract.

#### 4.10.6—PURCHASES THAT REQUIRE THE ASSISTANCE AND REVIEW OF THE PURCHASING DEPARTMENT

To ensure effective and efficient mission accomplishment, the Purchasing Department, in meeting the requirement for a professional buyer to place an order, may establish for University departments orders that specify time frames, dollar limits, and product-/service categories. Such orders may be established in response only to mission-critical needs that cannot ~~otherwise~~ be met timely or that cannot possibly otherwise benefit from the direct involvement of the Purchasing Department. Such orders permit University departments to place orders with vendors, up to the specified dollar limits. Departmental requests for such orders shall be communicated in writing and approved by an administrative executive officer of the department-/school-/administrative office, before being forwarded to the Purchasing Department. The Purchasing Department shall maintain a list of such orders and provide such list to the Vice Presidents for Business Affairs no less frequently than quarterly. The Purchasing Department shall continually review such orders for need and shall audit their usage for compliance with the principles of competition, fairness, and best value. The Purchasing Department may recommend to the Vice President for Business Affairs termination of any such order when the need for it no longer exists, if there is evidence of noncompliance, or for similar reasons.

#### 4.10.7—PURCHASES FROM AUXILIARY ENTERPRISES AND SERVICE UNITS

University auxiliary enterprises and service units offer various products and services for sale, primarily to University departments, faculty, staff, and students. Examples are food services, printing services, and maintenance and repair of working spaces. ~~The products and services they offer should be competitive in quality and price. However, pricing should not be so low that it~~

~~invites accusations of unfair competition being conducted by a tax-supported institution.~~ Any excess of revenues over expenses generated by these entities is used to ensure future operations, renew and replace plant and equipment, and contribute back to the University's education and research missions through Presidential priorities. When a University department purchases such products or services, the University department must allow the related auxiliary enterprise or service unit first opportunity at the transaction. Such purchases may be awarded to outside vendors only upon sufficient justification, or upon refusal by the auxiliary enterprise or service unit.

#### 4.10.8—SUBMITTING PURCHASES TO THE BOARD FOR APPROVAL AND REPORTING OTHER PURCHASES

Separate and apart from the policies and procedures governing competition and processing by the Purchasing Department Office, the following conditions govern those purchases that must be submitted to the Board of Regents for prior approval, those purchases that must be reported to the Board of Regents at least quarterly, and those purchases that are exempt from either the approval or reporting requirements. The dollar limitations are on a per-transaction basis and are not cumulative.

- Purchases over ~~\$150,000~~250,000 must be submitted to the Board of Regents for prior approval; sole source purchases in this category must be identified as such; changes that would ~~increase~~alter the financial obligation of the University upwards by more than 15% must be resubmitted to the Board for prior approval.
- Purchases above \$50,000 but not exceeding ~~\$150,000~~250,000 must be reported to the Board of Regents at least quarterly; sole source purchases in this category must be reported separately and identified as such.
- Purchases of air charter services must be reported to the Board of Regents at the meeting of next earliest opportunity.
- Purchases by University departments from University auxiliary enterprises or service ~~units~~departments are exempt from the approval and reporting requirements.
- Purchases of products, services, and utilities for resale, including minor operating supplies consumed in the resale process, by University auxiliary enterprises, service ~~units~~departments, or other University units engaged in the resale of products or services in accordance with their mission, are exempt from the approval and reporting requirements.

Acquisition contracts, such as for office supplies University-wide or for materials for physical plant maintenance, arrived at through the competitive process, but which are indefinite as to quantity and delivery, are exempt from the approval and reporting requirements.

Purchases of property designated as surplus by federal agencies, state agencies, county governments, municipalities, school districts, other institutions of higher education, and similar bodies are exempt from the approval and reporting requirements.

Payments to federal agencies, state agencies, county governments, municipalities, school districts, other institutions of higher education, and similar bodies for products and services in situations that cannot reasonably be subjected to the competitive process, are exempt from the approval and reporting requirements.

#### 4.10.9—SOLE SOURCE PURCHASES

The following policy regarding sole source purchases explains why a particular action may not be subject to competition. However, it does not affect the criteria governing when a purchase must be processed through the Purchasing Department. Other than the requirement for competition, sole source purchases are subject to the same policies and procedures set forth above.

A sole source purchase is any which, by the specifications needed by the requestor or by the specific restrictions imposed by a funds provider, restricts the action to one supplier or to one brand name. The sole source determination and justification shall not be based upon personal or professional preference of the requestor. Justification shall be objective rather than subjective.

A major component of a sole source purchase is the determination of fairness of price. Even though a material, service or supplier may truly fit the conditions of sole source, the requestor shall demonstrate that the related price is fair and reasonable.

A sole source purchase is preferable to a formal competitive process in which specifications are written so narrowly that the outcome has no chance but to be the same as if a sole source was executed.

Any University employee involved in a potential sole source purchase shall weigh two risks. The first risk is conducting a sole source purchase when in fact a competitive situation exists. The second risk is conducting a competitive purchase when in fact a sole source situation exists. The first is the greater risk, but both shall be addressed.

Where a sole source purchase satisfies the criteria that it must be approved by or reported to the Board of Regents, the requestor shall defend the action, if necessary, before the Board of Regents. For every sole source purchase that has been executed, the requestor shall, if necessary, justify the action in cases of audit, protest, public inquiry, litigation, or similar circumstance.

Any requestor or buyer who knowingly executes a sole source purchase when, in fact, it is not one, may be subject to administrative action as otherwise provided for by Board of Regents policy.

The Purchasing Department is responsible for developing and maintaining the specific guidelines and forms necessary for requestors to document and justify proposed sole source purchases. The Vice President for Business Affairs has the authority to challenge and deny requested actions that lack sufficient justification. The completed and executed forms shall be an integral part of the procurement file, available for inspection and audit by appropriate authorities.

#### 4.10.10—INVENTORY, CONTROL, AND CAPITALIZATION OF CERTAIN PURCHASES, GIFTS, OR OTHER ACQUISITIONS

In addition to the policies and procedures governing the acquisition of products and services, the following requirements apply to certain purchases, gifts, or other acquisitions.

Capital assets coming under the control of a University department, whether through purchase, gift, or otherwise, shall be recorded in the University's inventory system. Additionally, capital assets that are movable shall be tagged. If a movable capital asset is transferred from one location to another, the cognizant department shall report such movement to the appropriate inventory control office, and the new location shall be recorded in the system.

For purposes of this policy, a capital asset is one that meets the federal useful life and cost criteria specified in the Office of Management and Budget Circular A-21, as may be amended or superceded, or future federal circulars or regulations as amended.

The President or President's designee may impose inventory controls above and beyond those required in OMB Circular A-21, or future federal circulars or regulations as may be amended or superceded, on selected asset classes.

#### 4.10.11—ACQUISITION OF SURPLUS PROPERTY

The following University officers are authorized to sign instruments and enter into negotiations as necessary in the acquisition of surplus property from federal agencies, state agencies, county governments, municipalities, school districts, other institutions of higher education, and similar bodies:

- President
- Vice President for Business Affairs

#### 4.10.12—DEMONSTRABLE EMERGENCY

The President shall have authority to approve a financial decision up to \$325,000~~500,000~~ in the case of a demonstrable emergency.

#### 4.10.13—PROVISION OF~~SELLING~~ GOODS AND SERVICES

In accordance with its mission, the University may contract to provide services for compensation. ~~Signature may be provided only after all~~ Before signing, the University Officer responsible for signing such contractual documents shall ensure that all appropriate and required reviews and approvals of the arrangement and the contractual document have been completed. Only an individual to whom the President has delegated the appropriate authority (to sign contractual documents in the nature of the document in question) may sign the contractual

document. Each such contractual document involving annual revenues of \$500,000 or more shall be reported to the Board of Regents at the meeting.

## **4.11—USE OF STUDENT ACTIVITIES FEES**

~~Student Activities exist to furnish services to students and to enrich their university experience.~~ Student Activity fees and other funds generated by student activities may be utilized for any lawful purpose to enhance the quality of University life for the students, including, but not limited to, student scholarships or other student awards, operating costs for student activities, travel, entertainment, athletics, guest speakers, and student organizations.

### 4.11.1 Student Group Travel

The University~~ies~~ utilizes student activity revenues in funding student-related trips. The University~~ies~~ ~~is~~are authorized to advance these funds to a faculty sponsor or sponsoring coaches. The funds must be used only for the students' travel, transportation, and/or other trip-related expenses in the exact amount of the actual and reasonable expenditures that were incurred. Separately itemized receipts and/or supporting documentation must be submitted by the sponsor for each of the trip's expenditures. The unused portion of the funds advanced for a trip must be returned to the University~~institution~~ upon the trip's completion. A report of expenses incurred during the trip must be prepared by the sponsor within a reasonable time after the completion of the trip. The A University's ~~n~~ institution's business office should develop the necessary forms and accountability and control procedures for processing the requests for advanced trip funds and the reports of trip expenses, which are prepared upon completion of the trips.



## 4.12—CRITERIA FOR TRANSFERRING EQUIPMENT AND/OR FUNDS

The criteria for determination of transferability of equipment and/or funds to another institution at the request of faculty members terminating their faculty appointment here and transferring activities to another institution are as follows:

- 1) At no time will title to assets vested in the university~~ies~~ be transferred directly to the terminating faculty member.
- 2) Transfer of equipment may be considered when:
  - It is or was the specific intent of the donor or granting agency that the equipment is or was to support the work of the terminating faculty member rather than a program of the University and that the equipment ownership should be transferred to the institution to which the faculty is moving.
  - The equipment was purchased from funds supporting an ongoing program which the donor or granting agency will continue at the new employing institution.
- 3) Funds may be considered for transfer to the departing faculty member's new institution only when it was the specific intent of the donor or granting agency that the funds were/are for the purpose of supporting the activity of the departing faculty member (rather than a program of the University) which specifically is being transferred by intent to the new institution employing the departing faculty member.
- 4) Transfers of ~~funds of~~ equipment and/or funds will be pre-authorized by the appropriate contracting official and approved by the appropriate dean/department chair and the Vice President for Business Affairs.
- 5) Funds shall not be transferred to another institution when residual funds remain following completion of the program or project for which the funds were provided.

## ~~4.13 PROPERTY DEVELOPMENT~~

~~The Regents are charged by the constitution and statutes of Oklahoma with not only the authority but the responsibility to govern and develop Cameron University and Rogers State University. This responsibility requires that the Regents utilize every implement and tool available to improve the resources available to the University and, hence, the quality of the University. The Regents regard the non-profit corporation and the public trust as just such tools. Both the non-profit corporation and the public trust have been made possible by legislative action. The Regents believe that they would be delinquent in their duties to the people of this State if they failed to utilize these tools as the law allows.~~

~~One of their goals is the creation of an endowment for the University. Gifts of private monies, goods, and lands to colleges and universities and the subsequent wise management of them are absolutely essential if Oklahoma is to have truly fine colleges and truly great universities.~~

~~Many unselfish and public-spirited people have given or left all or part of their property to the University. The Regents believe it is their duty to encourage and accept such gifts and, having received them, to use and invest them wisely. It is their firm resolve that these gifts to the University should always be used, not in place of the public dollar, but in addition to the public dollar.~~

~~Not all properties acquired by the University are readily invested. Some public-spirited Oklahomans have given a portion or all of their real property to the University. In such cases, the Regents carefully study the property to determine how it can best be used. The possibilities are many and varied; it is the duty of the Regents to find the one most profitable to the institution. It is NOT the policy of the Regents to develop properties themselves nor to operate or manage any commercial, industrial, or agricultural business unless it is directly related to the educational function of the University, such as radio stations, television stations, or related functions which directly assist in supporting the educational institution, as do the cafeterias, dormitories, bookstores, and campus physical plants.~~

~~The purpose of the university is education, research and public service; and it is the purpose of the Regents to utilize every resource available to fulfill that purpose. They regard trusts and non-profit corporations as a valuable tool in this effort, but it is not their function to invade the world of private industry by developing properties unrelated to their institutional purpose.~~

## 4.134—ACQUISITION AND DISPOSITION OF REAL PROPERTY

The Board of Regents will approve the acquisition or disposition of all real property as required to satisfy the mission of the University. The University administration will use the following guidelines in determining acquisition/disposition actions to be proposed to the Board of Regents.

### 4.134.1—ACQUISITION OF PROPERTY

- 1) ~~The university will~~ Acquire property when it is needed for the future expansion of the University.
- 2) ~~The university will~~ Acquire property needed to protect or secure the perimeter of the campus or other University facilities or land holdings.
- 3) ~~Select p~~Property selected for acquisition that is ~~should be~~ located in primary expansion zones where the area is contiguous to the campus or in outlying areas when needed for specific purposes.
- 4) ~~The university will~~ Purchase property in primary areas as it becomes available from willing sellers or in special cases when it is needed immediately to develop a new facility.
- 5) ~~The university will~~ Have independent appraisals made before purchasing land and buildings.
- 6) Accept ~~g~~Gifts of real estate away from campus will be accepted when they are needed for University programs or if the property will be of financial benefit.

If acquired property is not required for immediate development, it will be maintained at a standard level of repair and appearance.

### 4.134.2—DISPOSITION OF PROPERTY

The Board of Regents University will generally dispose of property:

- 1) That is not required for University expansion or to protect other University lands and facilities;
- 2) That is not economical to operate and maintain and does not provide other benefits;

- 3) That is not in a primary expansion zone contiguous to the campus or other University land holdings and is not required for future development;
- 4) That is received from donors but not needed for University purposes; disposition will comply with all lawfulthe terms and conditions of the gift;
- 5) That can be converted to more liquid assets for other immediate needs or long-term requirements.

~~It shall be the policy of the Board of Regents to purchase and dispose of property as required to satisfy the mission of the University.~~

## ~~4.15 UNIVERSITY HOUSING~~

~~The Regents approved in principle a new lease agreement for housing, which provides for civil action in the event of violation of the covenants of the lease. It may be enforced in a court of competent jurisdiction upon recommendation of the President of the University or his/her designees, and they are authorized to modify the lease as time and events require.~~

## 4.146—SELECTION OF ARCHITECTS, ENGINEERS AND LAND SURVEYORS

An objective of the ~~University~~ is to develop the best possible campus environment, within the limits of available resources, to enhance implementation of its mission programs of teaching, research and creative/scholarly activity, and professional and University service and public outreach, and service to the State of Oklahoma. To this end, the Board of Regents hereby establishes this procedure to be followed in the selection of professional consultants, which shall supersede all previous policies in this area. The ~~policy procedure~~ covers three areas of concern:

- Soliciting names and screening qualifications of interested firms.
- ~~Interviewing, and screening and selecting three to five firms identified during the solicitation process with a report to the Board of Regents for its actions.~~
- ~~Providing for the Sselecting~~ of architects, engineers and other consultants in an emergency.

### 4.146.1—SELECTION PROCESS

When the President ~~of the university~~ decides that the University requires the services of a licensed architectural, registered engineering, or registered land surveying firm, the provisions of this policy will be followed. The basic sequence of actions will be as follows:

- 1) The President shall request approval from the Board of Regents to initiate a selection process.
- 2) The President or his or her designee will forward a letter to the State Department of Central Services requesting the names of all firms who have established a consultant file with the State of Oklahoma. The letter will contain information which shall define the scope of the proposed project and identify or describe the various project components, phases, and timetables and sources of funds.
- 2)3) Upon receipt of the list of appropriate firms, the University will send letters of notification to all firms on the list. The letters will solicit a timely expression of interest in performing consultant services for the project and shall contain the following information: (a) description and scope of the project; (b) estimated construction cost; (c) time schedule for the project; (d) funds available, including, ~~f~~Federal, ~~s~~State or other sources; (e) specification of the last date for submitting a notice of interest in performing the proposed services to the University; and (f) other pertinent data.

~~3)4)~~The University will advise the State Department of Central Services of the firms, which responded within 20 days (or longer if allowed by the University) of the postmark date of the letter of notification, and request the State Department of Central Services to forward copies of the information that each consultant has on file there.

~~4)5)~~An interview committee will be established by the President ~~on each campus~~ to interview the responding firms. This committee will normally consist of the following persons:

- a) Representative of the Provost Vice President for Academic Affairs (if the project is for an academic use);
- b) Representative of Physical Plant;
- c) Other appointees as directed by the President.

Normally, the chair of the committee will be designated by the President, who may also augment the committee to permit comprehensive representation.

~~5)6)~~The interview committee shall review the consultant files forwarded and select a minimum of three ~~(3)~~ and a maximum of five ~~(5)~~ firms for more detailed consideration and interview. Where possible, the maximum should be selected. In making these selections, the committee shall consider, among other things: (a) factors of the Consultant Interview Evaluation form; (b) specialized experience in type of work proposed; (c) capacity of consultant to perform the services on time; (d) past performance by the consultant; and (e) consultant's principal place of business.

~~6)7)~~The interview committee will conduct interviews of the firms selected for more detailed consideration and develop a numerical rating of the qualifications of each firm. If out-of-state firms are under consideration, all in-State firms will be given a five percent preference by multiplying their final numerical rating by a factor of 1.05. For the purpose of determining whether a firm or a team consisting of both in-state and out-of-state firms can be qualified as an in-state firm, the following criteria are to be used: (a) the firm with which the contract will be executed must have a principal place of business and a substantial continuing presence in Oklahoma, and (b) a majority of the work effort on the project must be accomplished by the in-state firm(s). A report of the results will be forwarded to the ~~University~~ President for action by the Board of Regents to rank and select consultants.

~~7)8)~~Following action by the Board of Regents, a full report of the selection process will be forwarded by the Chairman of the Board of Regents to the Office of the Governor for review.

~~8)9)~~Normally, following review by the Governor, the ~~university~~ President or his designee will negotiate a contract with the first choice consultant. However,

if the University cannot reach agreement with the first choice consultant, negotiations shall be terminated and the University shall negotiate, in a similar pattern, with the remaining consultants in descending rank order until an agreement is reached. The President or his authorized designee may ~~is authorized to~~ execute the consultant contract.

#### 4.146.2—EMERGENCIES

Where a sudden unexpected happening or unforeseen occurrence arises whereby it is impossible for the University to observe this policy because of the time factor and ~~if~~ public health or safety is endangered or where a condition or situation arises which, if allowed to continue, would lead to economic loss to the State or further damage to State property, the President may declare an emergency, giving reasons therefore, and, upon notifying the Board of Regents and the Director of the State Department of Central Services, enter into a consultant contract up to \$25,000.00.



## **4.157—PROJECT RELATED UTILITY EASEMENTS**

The President ~~of the university~~ or his ~~or~~ her designee is authorized to approve required utility easements for construction projects in those instances when the Board of Regents has authorized the entire project. It is the understanding of the Board of Regents that in order to facilitate the approval of these routine project-related utility easements, the following procedure will be followed:

- Each easement will be reviewed by ~~the~~ University Legal Counsel and other appropriate members of the University staff.
- The President or his ~~or~~ her authorized designee ~~may~~ will approve the easement on behalf of the Board of Regents.

Record copies of the easements will be on file in the office of the ~~Executive Secretary of the Board of Regents~~ Vice President for Governance and in the Office of Legal Counsel.

## 4.168—FINANCIAL EMERGENCY POLICY

While it is assumed that the administration of the University has a continuing responsibility for maintaining a sound budget and that, through responsible financial management and appropriate retrenchment policies, all approaches for averting a financial crisis will be utilized, it is possible that a financial emergency might become inevitable. The following statement outlines the administrative policies and the procedures for such an eventuality.

The Board of Regents has ultimate responsibility for the financial integrity of the University. Decisions resulting from these policies and procedures are subject to the approval of the Board of Regents, which may take into consideration such factors as it deems appropriate.

### 4.168.1—DEFINITION

A state of financial emergency will be declared whenever the Educational and General Part I budget allocation to the agency necessitates reductions in faculty or staff or reductions in operational budgets that would seriously erode program quality.

The President will decide and declare when the University is in a state of financial emergency. Based upon input received, the President will submit a plan of action to the Board of Regents for approval.

## **4.179—INITIATIVES TO IMPROVE EFFECTIVE USE OF FUNDS POLICY**

The ~~Universities~~ governed by the Board of Regents of The University of Oklahoma places a high priority on reducing administrative costs and directing money into teaching, libraries and other academic programs. The ~~Universities~~ have realized significant success in these areas but are committed to continual progress. In some cases, the ~~Universities~~ can provide services at lower costs by adopting a single program for all the ~~Universities~~.

When a proposal for a contract, policy, or action that ~~possibly~~ might apply to multiple campuses is brought to the Board of Regents, the item will include a report of an analysis of the applicability to all campuses. When the analysis indicates benefits for including two or more campuses, the action will include a plan for extending the action to multiple campuses in a thoughtful and timely manner. ~~The Presidents of Cameron University and Rogers State University will review any recommended plan pertaining to their respective university for possible consideration.~~

~~The President of The University of Oklahoma will conduct on-going studies of consolidating organizations and functions across campus and will, after receiving input from the Presidents at Cameron University and Rogers State University, implement those ideas that promise benefits. The President will report to the Board at least once a year on progress.~~

**~~4.1820—OTHER UNIVERSITY  
POLICIES AND PROCEDURES GUIDE  
TO SERVICES~~**

In addition to the policies approved by the Board of Regents as expressed in the *Regents' Policy Manual*, the President and/or his or /her designee and the Vice President for Business Affairs and/or his or /her designee are authorized to develop, disseminate, and implement operationalize other prudent financial and management procedures and policies that, in their judgment, facilitate the effective administration of the University.

The Board of Regents is vested with the governance of the University. Within its authority is the governance of the campus communities, including without limitation, preserving a peaceful environment. Specific provisions pertaining to the governance of the campus communities and related matters may be set forth in the Faculty and Staff Handbooks, student handbooks, and/or other official policy documents of the University. Any modification to a Board of Regents policy in the policy documents referred to above or elsewhere must be made through action of the Board of Regents.

## 5.1—FRATERNITIES AND SORORITIES

### 5.1.1—MEMBERSHIP RECRUITMENT

**Panhellenic Association** - Formal membership recruitment for the organizations of the Panhellenic Association shall take place during the fall and/or spring semesters at the discretion of the Panhellenic Association. The Panhellenic Association shall follow the recruitment guidelines and “Unanimous Agreements” of the National Panhellenic Conference (NPC). Chapter size shall be based on the “Quota-Total” system recommended by NPC, and used in combination with the “Preferential Bidding System” and “Continuous Open Bidding.”

**Interfraternity Council** - Formal membership recruitment for the organizations of the Interfraternity Council shall take place during the fall and/or spring semesters at the discretion of the Interfraternity Council. Open membership recruitment may take place throughout the fall and spring semesters.

## 5.2—PRESERVATION OF PEACEFUL ENVIRONMENT

The President of the University and other appropriate University officials are authorized to take whatever actions are reasonably necessary to preserve a peaceful and orderly environment on the campus and to protect the safety and welfare of members of the University community.

Campus police are hereby authorized to remove from campus persons who interfere with or enter the campus to interfere with the conduct of campus activities; provided, this authority does not apply to University employees or students, all of whom are covered under other University policies. Persons so removed may appeal in accordance with the Notice to Vacate.

### ORDERS TO LEAVE INSTITUTIONS OF LEARNING AND GROUNDS

#### (NOTICE TO VACATE)

This is an official notice for you to vacate the property and grounds of the University. This includes all property buildings, grounds, and residence halls at all Campuses. Failure to obey may lead to your arrest. In addition, if you return to any University properties without permission you may be arrested.

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Defendant/s: \_\_\_\_\_ DOB: \_\_\_\_\_ Soc. Sec: \_\_\_\_\_

As per state statute, (Title 21 Section 1376)

- A. The chief administrative officer or anyone designated by him to maintain order at an institution of learning shall have the authority and power to direct any person to leave the institution of learning who is not a student, officer or employee thereof, and who:
  1. Interferes with the peaceful conduct of activities at an institution of learning; or
  2. Commits an act which interferes with the peaceful conduct of activities at an institution of learning; or
  3. Enters the institution of learning for the purpose of committing an act, which may interfere with the peaceful conduct of activities at an institution of learning.
- B. Any person to whom this section applies, who fails to leave the institution of learning as directed or returns within thirty (30) days thereafter, without first obtaining written permission from the chief administrative officer, shall be guilty of a misdemeanor.
- C. "Interferes with the peaceful conduct" includes actions that directly interfere with classes, study, student or faculty safety, housing or parking areas, or extracurricular activities; threatening or stalking any person; damaging or causing waste to any property belonging to another person or the institution of learning; or direct interference with administration, maintenance or security of property belonging to the institution of learning.
- D. The governing board of each institution of learning shall establish a grievance or appeals procedure and an opportunity for hearing for persons who have been required to leave the institution pursuant to this section. Any person removed from the institution pursuant to this section shall be given written notice of the procedure for requesting a hearing and filing a grievance or appeal.

Claremore General Regulations: Chapter 131:10 Trespass. Trespassing is hereby declared to be an offense and shall be defined as follows: (D) remaining upon the premises of another, whether public or private, and refusing to leave the premises forthwith after demand by the owner or occupant.

**Defendant/s Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Chief Administrator or designee: Officer:** \_\_\_\_\_

**Additional comments:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*You may appeal this Directive to leave University Properties by submitting a written request for a hearing to the Director of Campus Police within ten (10) days of today's date. Upon receiving a request, the Director shall schedule a hearing.*

Trespassing form  
1-76000-03

### **5.3—CAMERON UNIVERSITY AND ROGERS STATE UNIVERSITY STUDENT GOVERNMENT ASSOCIATION CONSTITUTION**

The Constitutions of the ~~Cameron University Student Government Association and the Rogers State University Student Government Association~~ are printed in full and is available in the Office of the Vice President for Student Services at Cameron University and in the Office of the Dean of Student Affairs at Rogers State University.



The Board of Regents is vested with the governance of the University. Within its authority is the governance of the administration and management of University Athletics, including without limitation, establishment of an advisory committee, administration of the Athletics Department, post-season participation, and student-athlete regulations. Specific provisions pertaining to the administration and management of University Athletics and related matters may be set forth in the Faculty and Staff Handbooks, student handbooks, and/or other official policy documents of the University. Any modification to a Board of Regents policy in the policy documents referred to above or elsewhere must be made through action of the Board of Regents.

## **6.16 — ATHLETICS**

All policies contained in ~~Section~~Chapter 6 apply only to Cameron University.

## **6.16.1—INTERCOLLEGIATE ATHLETICS COMMITTEE**

The Intercollegiate Athletics Committee serves in an advisory capacity to the Director of Athletics and the President. On request, the Committee reviews, interprets, and recommends policies and regulations regarding the conduct of the intercollegiate athletics program.

### **Membership:**

**Faculty** – One elected by and from the Faculty Senate; two elected at large by the faculty.

**Students** – Two recommended by the Student Government Association President and approved by the Vice President for Student Affairs/~~Dean of Student Affairs~~.

**Administrators** – Faculty Athletics Representative; Director of Athletics (ex-officio, non-voting)

### 6.1.1—BUSINESS MATTERS

Annual budgets of the ~~Department of Athletics~~ Department shall be prepared with active participation of the Vice President for Business and Finance. This process shall include an annual review of major capital improvement needs as recommended by the Athletics Department, and recommendations shall be made to the President assigning priorities to such needs and, as appropriate, assigning resources. There shall be made available to the Athletics Committee full information on annual income and expenses of the ~~Department of Athletics~~ Department.

The Vice President for Development shall review the ~~marketing and fund-raising~~ policies of the Athletics Department for adequacy and to ensure that all such activities are consistent with University policy. Any fund-raising activities must be approved by the President.

The Vice President for Business and Finance annually will review Athletics Department financial operations. Findings, suggestions and recommendations as appropriate will be made to the President and the ~~Athletics Director~~ of Athletics.

### 6.1.2—PERSONNEL MATTERS

The ~~Athletic Director of Athletics~~ shall advise on personnel policy relating to key administrators and head coaches, including policies for salaries, bonuses, terminations, hirings, and definition of duties. One or more members of the Athletics Committee will be included on any search or screening committee for a head coach.

### 6.1.3—NCAA AND LONE STAR CONFERENCE

The Faculty Athletics Representative ~~from the Faculty Senate and Athletic Director of Athletics~~ shall review proposed and actual NCAA and Conference legislation and decisions that may affect athletic matters at Cameron University. The President shall be informed by the Faculty Athletics Representative of any pending legislation or decision that may affect athletics at Cameron University. For items of concern, the Faculty Athletics Representative ~~from the Faculty Senate and Athletic Director of Athletics~~ will advise the President of their position.

### 6.1.4—ATHLETIC COMPETITION

The Faculty Athletics Representative ~~from the Faculty Senate~~ annually shall review intercollegiate sports competition and make suggestions or recommendations as appropriate on facilities, scheduling, recruiting, rule changes, or other matters.

### 6.1.5—STUDENT SERVICES

The Faculty Athletics Representative ~~from the Faculty Senate and Athletic Director of Athletics~~ annually will review how the athletics program fits as part of the overall student activities program of the ~~university~~ University and make suggestions and recommendations on how to better serve the needs and interests of the student body, the faculty, staff, alumni, and community.

## 6.2—ATHLETIC DEPARTMENT

All financial activities of the Athletic Department, including ticket sales, accounting, budget preparations, purchasing, and payroll shall be under the management of the Athletic Director. In addition, all financial areas of the business office and ticket office shall follow University policies and procedures.

The Athletic Director shall be responsible to the President of the University for all phases of intercollegiate athletics, including business management.

### 6.2.1—CONCESSIONS

The Athletic Director shall be responsible for operation of concessions and merchandise sales at all athletic events and surrounding areas. The Athletic Department in consultation with the Vice President for Business and Finance may contract for such services.

### 6.2.2—USE OF ATHLETIC FACILITIES

The Athletic Director may establish fees for use of University Athletic Department facilities. The President and Athletic Director are authorized to establish modest annual fees for use of athletic facilities by University employees.

### 6.2.3—TERMS OF APPOINTMENTS OF ASSISTANT COACHES

Any terms of appointments of an assistant coach shall automatically terminate upon the termination of the appointment of the head coach as the head coach of the sport.

### 6.2.4—SOLICITATIONS IN ATHLETIC VENUES

No solicitations of cash donations are permitted in athletic event venues.

### 6.2.5—ATHLETIC SCHEDULES

The Director of Athletics shall have authority to approve schedules for all athletic events.

## 6.2.6—POST-SEASON ATHLETIC CONTESTS

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**GUIDELINES FOR POST-SEASON PARTICIPATION**

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**PURPOSE**

The primary reason for participation in post-season competition shall be as a reward for the student/athlete and Athletic Department personnel at the conclusion of a successful regular season. Post-season participation is a means to further recognize and promote, through national exposure, Cameron University and its athletics program. Post-season participation should involve as many alumni, fans, friends, and supporters as possible. The planning, execution, and follow-up of post-season activities shall be accomplished in a manner consistent with State law, Regents' policy, conference and NCAA rules, and prudent management.

## 6.3—ATHLETIC POLICIES

### 6.3.1—PURPOSE OF INTERCOLLEGIATE ATHLETICS

Since it is a major purpose of the University to provide the opportunity for all students to develop to the fullest possible degree all desirable abilities and skills, it shall be the purpose of intercollegiate athletics to provide the opportunity for each student to attain proficiency in athletic endeavors. The program shall be conducted in the realization that athletics is not an end in itself, but merely one of the contributing factors in the total education of the student.

The responsibility for the program of intercollegiate athletics shall rest upon the ~~chief executive~~ President of the University with the same faculty participation in the formulation of athletic policies that exists in the formulation of policies in other fields.

The amateur status of intercollegiate sports shall be carefully maintained. To this end, every athlete should be required, as a condition of eligibility, to proceed normally in academic work toward the attainment of a University degree. A policy of providing financial aid to students who participate in athletics, when carefully regulated and limited in extent, is approved.

The University shall promote and insist upon sportsmanlike conduct on the part of those who participate in its sports, as well as those of the student body who support its teams. ~~(Any Athletics Department staff member who knowingly commits a major violation of an NCAA or Conference rules or who conceals or attempts to cover up the violation of an NCAA or Conference rule will be terminated, fired immediately and all contract rights terminated).~~ Athletics Department staff members found in violation of any NCAA or Conference rules shall be subject to disciplinary or corrective action set forth in NCAA and Conference enforcement procedures. This provision shall be included in all Athletics Department letters of employment.

Any student athlete who is knowingly involved in a major NCAA or Conference rule violation will be subject to disciplinary, eligibility, or corrective action, as set forth in the provisions of the NCAA and Conference enforcement procedures.

The President will meet yearly with the Athletics Department staff ~~to and emphasize the importance of~~ compliance with NCAA and Conference rules ~~legislation~~.

The University shall ~~notify~~ its alumni and other representatives of its athletics interests of the absolute necessity of complying with NCAA and Conference rules. The University's Guide to Rules Compliance is distributed to active representatives of its athletics interests to aid in compliance with NCAA and Conference rules.

### 6.3.2—DIRECTOR OF ATHLETICS

Since the Director of Athletics reports directly to the President, ~~he the Director~~ shall meet with the President's staff on a regular basis, ~~so if this is done,~~ the Director can become familiar with the overall goals and priorities of the University and work with the rest of the ~~e~~Executive Officers in meeting those goals and priorities.

The Director of Athletics shall be responsible for the conduct of the athletics programs at Cameron University.

The Director of Athletics shall be directly responsible for the implementation of all Athletics Department regulations and policies.

All head coaches shall report directly to the ~~Athletic~~ Director of Athletics. All communications from head coaches within the Athletics Department to the President or to the Board of Regents concerning the operations of the Athletics Department for a particular sport or department shall be made through the Director of Athletics.

### 6.3.3—GENERAL STUDENT-ATHLETE REGULATIONS

A Student-Athlete Handbook shall sets forth written procedures for the discipline of student-athletes for conduct both on and off the athletic field. The procedures carry the clear intent and expectation of a structured and consistent discipline plan for student-athletes, which will be demanded and enforced by the coaches or the Director of Athletics where appropriate.

Any student-athlete charged with a crime (except traffic offenses or offenses not involving moral turpitude) will not participate on an athletic team while the charges are pending. If there is any question as to whether a student should continue to participate in a sport, that decision shall be made by the President, upon the recommendation of the Director of Athletics. The student-athlete's scholarship will be continued unless it is determined that the student-athlete should be suspended from the University for its the immediate health and safety of the University that the student-athlete should be suspended or it is otherwise revoked or non-renewed in accordance with University policy or NCAA rules and regulations. If an immediate suspension is ordered, the student athlete is entitled to a hearing within 15 days to determine if that administrative action was appropriate.

### 6.3.4—ACADEMIC STANDARDS

The academic plan for the Athletics Department is established to ensure the academic standards of the ~~university~~ University are maintained by all ~~A~~athletics ~~D~~epartment personnel and all student-athletes to ensure the graduation rate for student-athletes shall continue to be equal to or better than the graduation rate for all other students at the University.

An individual academic plan for each student-athlete entering Cameron University shall be developed. Each student-athlete's progress in meeting that plan shall be monitored. Each academic plan should be devised so the student-athlete who enters as a freshman can anticipate graduation within a period of five years. Plans for transfer student-athletes should be devised so a student-athlete should graduate within an appropriate period of time after enrollment.

The grade performance of all student-athletes shall be monitored. A reporting system for class attendance shall be maintained. A report of the academic progress of all student-athletes, including graduation rates, shall be prepared each semester and delivered to the ~~Athletic~~ Director of Athletics and the Faculty Athletics Representative ~~from the Faculty Senate.~~

In advance of the signing of any letter of intent or the awarding of any scholarship in any sports, the Faculty Athletics Representative ~~from the Faculty Senate~~ shall make a determination that the prospective student-athlete can meet the academic standards of the University. High school officials and counselors shall be consulted regarding the prospective student-athlete's potential for personal and academic success.

### 6.3.5—COMPLIANCE

Written policies shall assign specific responsibilities in areas of rules compliance. The President, through the ~~Athletic~~ Director of Athletics, has direct responsibility for rules compliance and the overall responsibility for the athletics program.

An instructional program for all coaches and other Athletics Department personnel shall be established and maintained so they are aware of ~~is ongoing and provides~~ NCAA and Conference rules education.

An instructional program for all student-athletes and prospective student-athletes shall be established and maintained so they are aware of their responsibility to comply ~~is ongoing and provides~~ with NCAA and Conference rules education.

An instructional program for all alumni and other supporters who participate with the Athletic Department in the recruiting of student-athletes ~~has been~~ shall be established and maintained and ~~is ongoing~~. Such alumni and other supporters shall be provided a copy of the Conference and NCAA rules, where appropriate, or with the Compliance Handbook.

Critical areas of ~~University~~ institutional compliance include the regular participation of persons outside ~~the of~~ Athletics Department including, without limitation, the Director of Financial Aid, the Director of Admissions, the Registrar, the Faculty Athletics Representative ~~from the Faculty Senate~~, University Legal General Counsel and others as appropriate.

The rules compliance program is the subject of annual evaluation by the Athletics Committee.

### 6.3.6—COACHES AND ATHLETICS DEPARTMENT PERSONNEL

The annual evaluation of each coach to determine merit salary increases shall include not only the successes of the athletics team he or she coaches, but the academic performance of the student-athletes participating in the sport coached. The same rule shall apply to the Director of Athletics.

### 6.3.7—PRESIDENTIAL AUTHORITY TO MODIFY CERTAIN ATHLETIC POLICIES

The Board of Regents authorized the President ~~may of the university to~~ approve changes in athletics policies and ~~to~~ report any such changes to the Board of Regents.



The Board of Regents is vested with the governance of the University. Within its authority is the governance of fundraising and development, including without limitation, gifts, naming opportunities, endowments, and fundraising. Specific provisions pertaining to fundraising, development, and related matters may be set forth in the Faculty and Staff Handbooks, student handbooks, and/or other official policy documents of the University. Any modification to a Board of Regents policy in the policy documents referred to above or elsewhere must be made through action of the Board of Regents.

## 7.1—GIFTS RECOGNITION PROGRAM

Annual gifts by alumni and friends of ~~the Cameron University and Rogers State University~~ provide important enrichment funds to all programs of the ~~Universities~~ and assist in strengthening ties and communication between donors and the ~~Universities~~. To acknowledge and show appreciation for this important source of continuing support, the ~~Universities~~ will recognize donors through events, activities and publications. All requests for anonymity will be honored.

### 7.1.1—GIFT RESTRICTIONS

Gifts may be unrestricted or restricted to the ~~University~~, school, department, or program of the donor's choice.

### 7.1.2—ANNUAL FUND YEAR

Credit toward gift recognition levels is awarded for gifts made during the ~~Annual Fund~~ year. The ~~Annual Fund~~ year begins July 1 and ends June 30.

### 7.1.3—DONOR GIFT CREDIT

If requested, donor and spouse may be jointly listed with one gift. If a joint or preferred listing has not been indicated on the gift remittance form, only the individual receipted for the gift (check signer) will receive gift credit. If special public recognition is planned, through a publication, signage, or event, University Development will contact the donor to determine the donor's intention for gift recognition.

Individuals may be credited within the recognition levels listed previously. Individual gifts paid with company or business checks will be credited to the individual(s) who received the original solicitation or the individual assigned to receive donor credit on the gift remittance form if requested.

## 7.1.4—GIFT CREDIT

Donors will receive credit for cumulative gifts made during the annual fund year. Individuals also will receive credit for the total value of gifts matched through corporate matching gift programs. Spouses making separate gifts will receive separate recognition unless they request to be jointly listed.

Pledges are not credited toward a specific gift recognition level until the paid portion or entire paid balance exceeds the minimum gift level requirement. If the Annual Fund year concludes before a pledge is fulfilled, credit will be given for the amount of the paid portion.

## 7.2—GIFTS TO THE UNIVERSITY

~~Cameron University and Rogers State~~ The University actively encourages and appreciates gifts to the University that benefit students and the mission of the University. The purpose and conditions for gifts are expected to conform to the Board of Regents' policy, Oklahoma State Regents' for Higher Education policy, and all applicable laws.

The President of the University will announce major gifts (over \$100,000) at meetings of the Board of Regents. Special action by the Board of Regents is required when gifts involve the naming of buildings and major facilities and the naming of University Schools and major programs.

The Cameron University Foundation, Inc., and Rogers State University Foundation, Inc., are independent organizations with their own governing boards and their own policies on accepting gifts. In certain situations that require action by the University – for example establishing and filling a chair – the Foundation asks the University to join with it in accepting a gift and the acceptance of such gifts is covered by this policy.

The Board of Regents will look favorably on gifts to the University unless there are clear and compelling reasons to decline. Possible reasons to decline a gift include (a) the funds were obtained from questionable sources or (b) the purpose for or conditions on the gift are illegal or not in accord with the mission and goals of the University or the policies of the Board of Regents. The Board of Regents reserve the right to decline gifts if in their sole judgment not accepting the gift is in the best interest of the University and the State of Oklahoma.

### 7.3—NAMES OF BUILDINGS AND OTHER GIFTS SELECTED BY DONORS

The following policies and guidelines for endowed funds facilitate the processing of major gifts, which are to be used primarily for endowment purposes:

- 1) Donors, the University, and if applicable, for the Foundation, must agree on terms before a gift is accepted, either as an endowment or an expendable account.
- 2) The Development Office should be notified immediately when a prospective donor inquires into establishing an endowment. The Development Office or designated development officer will work with the academic dean, department chair/head, and a representative of the Foundation, if applicable, in establishing the endowed fund and developing the terms of the agreement.
- 3) Each endowment will have specific guidelines that detail the purpose(s) of the endowment and provide a method for obtaining approval of changes in the endowment guidelines and procedures.
- 4) The University, or the Foundation may~~will~~ seek changes through probate to any bequeathed endowment that has guidelines that are in violation of University policy and/or statutory regulations/law.
- 5) Investment of endowment funds will be administered by the officially designated governing boards. Investment of endowment funds in the Cameron University Foundation, Inc. and/or the Rogers State University R.S.U. Foundation, Inc., will be administered by the respective Trustees of the Foundation in compliance with the Foundation's investment policy.

A donor may express his/her preference for investment of assets, but final determination will be made by the appropriate governing board.

- 6) The principal may be deposited as the initial gift or accumulated over a period of time, determined at the time the gift is accepted.
- 7) Unless otherwise stipulated by the terms of the gift, earnings on the endowment fund shall be made available for expenditure in accordance with the spending policies of the appropriate board. Endowments in the Cameron University Foundation, Inc., and the Rogers State University R.S.U. Foundation, Inc., will be administered according to the guidelines adopted by the Trustees of the Foundations. It is the intent of the spending policies to maintain the purchasing power of endowment income and to protect the real value of the endowment for future generations.

### 7.3.1—ACADEMIC PROGRAMS

To name a school or department will require a significant endowment that will generate resources to strengthen and build excellence in academic and research programs. All naming requests require approval by the President and the Board of Regents.

### 7.3.2—BUILDINGS

Buildings included in the Universities's list of priority needs may be named in recognition of a major gift for construction. Generally a building may be named for one-half of the private funds required for the project or for one-half of the estimated cost of construction, unless otherwise stipulated as part of a University-approved fund-raising campaign with naming guidelines. New buildings to be constructed with a combination of private, sState, and federal monies may suggest different naming requirements that will be established with approval by the President and Board of Regents.

Other new buildings may be named by a donor for the cost of construction.

Existing unnamed buildings on campus (i.e., buildings not named for an individual) may be named for a significant endowment that will generate sufficient resources to strengthen and enrich programs housed in the facility or that will provide for continued maintenance and operations of the building.

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### SPECIAL FACILITIES WITHIN BUILDINGS

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Laboratories, auditoriums, classrooms, and other special rooms or facilities within existing or future buildings may be named for one-half of the estimated value of the facility or the full cost of renovation.

### 7.3.3—NAMED GARDEN OR LANDMARKS

Existing gardens or landscaped areas of campus may be named with the establishment of an endowment to support annual plantings and upkeep.

Creation of new gardens or campus landmarks may be named for the donor for the cost of construction and an arrangement for annual upkeep.

### 7.3.4—ENDOWED FACULTY POSITIONS

The establishment of endowed faculty positions is encouraged for the opportunities they provide to enrich and strengthen the teaching and research programs of the Universities in perpetuity.

An endowed chair or professorship enables the University to strengthen its academic programs by recruiting, recognizing, ~~and~~ retaining nationally renowned educators, scholars, and researchers and to provide the University ~~them~~ with enrichment funds that support and strengthen ~~their~~ academic activities. It is proposed, therefore, that each endowed faculty position will be supported in part by a State-funded faculty line.

Earnings from the endowed positions also may be used to support travel, equipment, supplies and staffing needs of the position. When the position is not filled, all or a part of the annual earnings will be returned to the principal. Earnings not returned to the principal may be encumbered to provide monies for recruiting, start-up funding, equipment or supplies for the appointee.

Endowed faculty positions will be effective when the full donor-funding component is received.

**Named Endowed Chair** — Requires a minimum endowment of \$500,000, which can be provided entirely from private sources or through \$250,000 in private funding, matched by \$250,000 from the Oklahoma State Regents' Endowment Program.

**Named Endowed Professorship** — Requires a minimum endowment of \$250,000, which can be provided entirely from private sources or through \$125,000 in private funding matched by \$125,000 from the Oklahoma State Regents' Endowment Program.

**Named Endowed Lectureship** — Recommended endowment of \$50,000, which can be provided entirely from private sources or through \$25,000 in private funding matched by \$25,000 from the Oklahoma State Regents Endowment Program.

### 7.3.5—ENDOWED UNDERGRADUATE SCHOLARSHIPS

**Named Endowed Scholarship Funds** — May be established with a recommended endowment of \$10,000. This generally will support one scholarship on an annual basis. The amount of the scholarship will be limited by the annual earnings.

A constant effort will be made to keep scholarship guidelines flexible to alleviate any possible difficulties that would make it impossible to administer the scholarship in any one year.

Scholarship guidelines cannot exclude students on the basis of race, color, national origin, sex, age, religion, disability, political beliefs, or status as a veteran ~~creed or national origin~~.

In compliance with the Internal Revenue Code, donors will not be permitted to select the recipients of the scholarships, which they sponsor.

All criteria for endowed scholarships should be predetermined and outlined prior to approval and acceptance by the University and the University's Foundation.

Scholarship recipients ~~should~~ will communicate annually, during the term of the scholarship, with the donors of the endowed scholarships.

## 7.4—NAMES OF CAMPUS FACILITIES

The Board of Regents will formally approve the naming of major campus buildings or additions. The Board of Regents also reserves the right to approve or deny the naming of any campus facility, other than that which designates the type of work done therein, as a way to ensure that no name is given to a campus facility that does not reflect the ideals of the University institution; and no facility shall ordinarily be named after individuals who are members of the active faculty or staff of the University.

## 7.5—PRIVATE FUND-RAISING

The Presidents of the University ~~institutions~~ ~~is~~ are responsible to the Board of Regents for all private fund-raising for the ~~institutions~~ University. The Presidents may delegate responsibility for the function, but such delegation does not diminish his or her responsibility. This policy applies to all elements of the University and is designed to assist the President in coordinating and directing this very important function in the operation of the University.



## 7.6—ALUMNI/DONOR RECORDS

### 7.6.1—MAINTENANCE OF RECORDS

The University Development Office is committed to maintaining an updated, current listing of alumni and friends. Therefore, any information received by any campus division regarding name, address, family history, degree, etc., of any alumnus should be forwarded to ~~University~~ University Development Office. Although alternative or parallel databases may be created in other campus locations, these are to be considered ancillary, and any information regarding alumni records should be transferred to ~~the University~~ University Development Office.

### 7.6.2—REQUESTS FOR INFORMATION

All requests for alumni information from any University division should be directed to the Vice President for Development.

## 7.7—APPROVAL OF ALL FUNDRAISING ACTIVITY

The Vice President for ~~University~~ Development has the authority in all policy matters regarding the raising of private funds at the Universityies. Any fundraising activity, whether on behalf of students, faculty/staff, schoolseolleges, or programs, must be approved by the President ~~of university~~. Any communication developed for potential donors, whether individuals, corporations, or foundations, must be approved by the Vice President for Development. This includes proposals, letters, brochures, and pledge or gift cards. This policy is designed to protect the Universityies's friends and alumni from multiple solicitations by schoolseolleges and programs. If multiple University divisionsentities seek to solicit the same prospective donor, the President of the University may be asked to make the ultimate decision on which entity might move forward with a solicitation.

## 7.8—ORGANIZATION OF UNIVERSITY DEVELOPMENT

The Vice President of Development will have sole authority ~~with the President of the institution to~~ oversee all aspects of development and alumni affairs. The Vice President ~~of Development~~ will oversee management of the alumni association and assume responsibility for annual, major, corporate, and foundation giving. In addition, the Vice President ~~of Development~~ also will regulate fundraising efforts within all ~~divisions schools and programs of the Universities.~~

***Oklahoma State Regents for Higher Education***

**COOPERATIVE AGREEMENT REQUEST FORM**

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**Cameron University**

**Associate Degree in Applied Science in Criminal Justice (550)**

**Great Plains Technology Center**

**Date of Governing Board Approval** \_\_\_\_\_

**Signature of President** \_\_\_\_\_

**Date** \_\_\_\_\_

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**Memorandum for a Cooperative Agreement**

**Between Cameron University and Great Plains Technology Center**

The parties to this Cooperative Agreement are Cameron University, hereinafter referred to as "Cameron" and Great Plains Technology Center.

Whereas, the parties believe that educational services of the highest quality should be delivered to the citizens of southwest Oklahoma in the most efficient manner possible;

Whereas, the parties desire to enter into a cooperative agreement to provide courses which meet the standards of the Oklahoma State Regents for Higher Education and the Oklahoma Department of Career and Technical Education to serve needs identified by students in southwest Oklahoma;

Whereas, this Cooperative Agreement is in compliance with all of the policies of the Oklahoma State Regents for Higher Education and the Oklahoma Department of Career and Technical Education;

The parties hereto agree to the following terms and conditions:

1. All Great Plains Technology Center faculty who teach courses within the scope of this Cooperative agreement shall be employees of and be governed by the Board of Education of Great Plains Technology Center. Said faculty, for the purposes of this Cooperative Agreement only, shall be adjunct faculty of Cameron and approved by Cameron University and are subject to Cameron policies regarding adjunct faculty. Cameron shall have no liability for payment of salary or benefits to said faculty.
- ~~2. Students enrolled in the Cameron courses provided by Great Plains Technology Center must be regularly enrolled and pay normal tuition and fees approved by the Oklahoma State Regents of Higher Education. Such students must meet Cameron's admission standards as prescribed by the Oklahoma State Regents for Higher Education. To earn college credit, the student must demonstrate the accomplishment of course objectives established by Cameron and stated in the course syllabus.~~
2. Students cooperatively or simultaneously enrolled in a career technology class(es) and a Cameron University class(es) approved under this agreement will be assessed a seven dollar (\$7.00) per credit hour administrative, processing, and transcribing fee payable to Cameron University.
- ~~3. Cameron shall pay, to Great Plains Technology Center, the course enrollment fee for each student enrolled in Cameron courses taught by Great Plains.~~
3. Cameron shall be responsible for admission and advisement of students. Great Plains shall be responsible for enrollment of students in specified Great Plains Technology Center Classes.
4. Faculty shall maintain student performance records and shall report course grades in accordance with Cameron policies.
5. Cameron shall maintain student transcripts and all student records pertinent to college credit.

6. Students enrolled in the Cameron courses taught by Great Plains Technology Center shall be included in Great Plains Technology Center's workload report to the Oklahoma Department of Career and Technical Education.
7. Course enrollments shall be included in enrollment data submitted by Cameron to the Oklahoma State Regents for Higher Education.
8. Selection and modification of courses to be offered shall be the mutual responsibilities of both parties of this agreement.
9. Persons designated by Mr. Jim Nisbett, Superintendent of Great Plains Technology Center, and Dr. Cindy Ross, President of Cameron, shall have mutual responsibility for course oversight.
10. Operational guidelines shall be jointly developed by staff from the parties as designated by the Great Plains Technology Center Superintendent and Cameron President.
11. Descriptive materials developed to support the cooperative course offerings shall identify both parties as partners in delivering quality education to the citizens of southwest Oklahoma.
12. This Cooperative Agreement shall be subject to review by the Oklahoma Department of Career and Technical Education and the Oklahoma State Regents for Higher Education and shall not become effective until approved by both.
13. This Cooperative Agreement applies to the Courses listed in Sections 2 and 3 attached hereto.
14. This Cooperative Agreement may be modified by written addendum by the governing board of both parties, the Oklahoma Department of Career and Technical Education and the Oklahoma State Regents for Higher Education.
15. This Cooperative Agreement was approved by the Board of Education of Great Plains Technology Center on \_\_\_\_\_, 2003.
16. This Cooperative Agreement was approved by the Board of Regents for Oklahoma University and Cameron University on \_\_\_\_\_, 2003.

\_\_\_\_\_  
President, Cameron

\_\_\_\_\_  
Superintendent, Great Plains Technology Center

\_\_\_\_\_  
Chairman, Board of Regents for Oklahoma University and Cameron University

\_\_\_\_\_  
President, Board of Education of Great Plains Technology Center

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

**Section 1 – Cooperative Agreement Signature Page**

**Cooperative Enrollment Agreement  
Between  
CAMERON UNIVERSITY  
Associate of Applied Science in Criminal Justice (550)  
Lawton, Oklahoma  
And  
Great Plains Technology Center  
Lawton Campus**

Cameron University and Great Plains Technology Center hereby agree to enter into a Cooperative Enrollment Agreement in compliance with said policy adopted by the Oklahoma State Regents for Higher Education in June 2001.

APPROVED:

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Dr. Cindy Ross, President  
Cameron University

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Mr. Jim Nisbett, Superintendent  
Great Plains Technology Center

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Board of Regents  
Cameron University

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Lon Parks, President  
Board of Education  
Great Plains Technology Center

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Date of Board Approval  
Cameron University

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Date of Board Approval  
Great Plains Technology Center

RATIFICATION:

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Paul G. Risser, Chancellor  
Oklahoma State Regents for Higher  
Education

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Peter Buswell, Director  
Oklahoma Department of Career  
and Technical Education

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Date of Chancellor's Approval

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Date of Director's Approval



**Section 2 - Name of Degree Program Toward Which the Credit Will be Awarded**

A Cooperative Agreement between Cameron University and Great Plains Technology Center will allow students to enroll in approved technical courses and receive college credit leading toward an Associate Degree of Applied Science in Criminal Justice (program code 550). Credit for courses taken may be obtained by (a) instituting a co-enrollment process between Cameron University and Great Plains Technology Center.

This statement is consistent with the Cooperative Agreement Policy as set forth by the Oklahoma Regents for Higher Education in June 2001 and the Oklahoma Department of Career and Technical Education. The cooperative agreement, when fully implemented will:

- Adhere to academic educational standards and policies
- Articulate to students the roles and responsibilities of each partnering institution by clearly informing students of which institution delivers courses and that academic credit is awarded only by the college or university
- Facilitate students' uninterrupted articulation to postsecondary institutions;
- Provide opportunities for students enrolled in technology centers to continue their educational careers in higher education
- Insure the efficient use of scarce resources and expand access to educational services

This agreement follows the "Guidelines for Approval of Cooperative Agreements Between Technology Centers and Colleges" as updated in February 2002 and were approved by the Oklahoma State Regents for Higher Education.

**Section 3 - Titles of Courses for Which Approval is Being Sought**

Great Plains Technology Center requests the approval of a Cooperative Agreement to include the following courses:

1. Security Guard Phase 1 – Basic (28 hours)
2. Security Guard Phase 2 – Security Guard (24 hours)
3. Security Guard Phase 3 – Private Investigator (40 hours)
4. Security Guard Phase 4 – Firearms (32 hours)

These courses are offered through the Adult Career Development department at Great Plains Technology Center and are supported by the Oklahoma Department of Career and Technical Education (ODCTE). All hours listed are clock hours.

By providing educational courses that are approved by the Oklahoma State Regents of Higher Education and supported by the Oklahoma Department of Career and Technical Education, the opportunities provided to area students will be of the highest quality. In addition, institutions will be able to share resources, opportunities for students to pursue higher education will be expanded, and an uninterrupted sequence of learning for adult learning will be provided.

**Section 4 – Amount of Academic Credit To Be Awarded**

Great Plains Technology Center requests six (6) credit hours to be awarded for successful completion of the listed courses. Courses of Study for the listed courses are included as Appendix A. The listed courses correspond to the following courses listed in the *Cameron University Catalog (2001 – 2003)*:

*LE 2003 – Security Concepts*

*LE 2043 – Community Policing*

These courses can closely reflect the content of the listed courses as follows:

*LE 2003 Security Concepts*

*Course Description:*

A study of techniques used in providing security to government, industry, business, and private institutions. The functions of criminal justice personnel in crime prevention management.

(Equivalent to Security Guard Phase 1 and 2).

*Security Guard Phase 1 and 2*

*Course Description:*

*Phase 1 – Basic:*

This phase of security training is required for all forms of security guard licenses. Course instruction covers general private security tasks such as interpreting the Oklahoma Security Guard and Private Investigator Act, developing first aid skills, operating a fire extinguisher and fire fighting equipment, writing field notes, writing reports, and interpreting legal powers and limitations.

*Phase 2 – Security Guard:*

This phase of security Training is specifically related to the tasks of unarmed security guards. Students will receive instruction in public relations, performing fixed post duties, patrolling and investigation of security incidents. Security guard license applicants must successfully complete Phase 1 and Phase 2 before receiving a security guard license.

*CJ 2043 Community Policing*

*Course Description:*

The concept and application of community policing in law enforcement.

*Security Guard Phase 3 and 4*

*Course Description:*

*Security Guard Phase 3 – Private Investigator*

The course will include a discussion of the role of community involvement, interaction with community organizations, complex problem solving and effective techniques for the reduction of opportunities for crime. Lecture 3 hours.

(Equivalent to Security Guard Phase 3 and 4).

Instruction covers responsibilities to clients, interpreting laws of private investigations, complying with the Fair Credit Reporting Act, conducting investigations/surveillance, and locating and communicating information. Private investigator license applicants must successfully complete Phase 1 and Phase 3 before receiving a private investigator license. Private investigators who wish to be licensed as an armed security guard, must successfully complete all phases of private security training unless training is waived through experience, or credit is granted for comparable training.

#### Security Guard Phase IV – Firearms

This course gives instruction and familiarization in the care, handling, and firing of revolvers and shotguns. Instruction will cover safety, revolver nomenclature and maintenance, inspecting revolvers and holsters, fundamentals of revolver shooting, legal issues and deadly force, range procedures and tower commands, revolver qualifications, shotgun nomenclature and maintenance, fundamentals of shotgun shooting and shotgun familiarization. Students will furnish their own weapons. Specifications on weapons requirements will be provided, upon request. Armed security guard license applicants must successfully complete Phase 1, 2, and 4 before receiving an armed security guard license. The California Psychology Inventory (CPI) test results must be on file with Great Plains Technology Center before enrolling in Phase 4. The CPI test is sent to a psychologist in Norman, OK; Allow 2-3 weeks for results.

### **Section 5 – Academic Credentials of Faculty**

All faculty employed to teach courses toward the Associates of Applied Science in Criminal Justice degree program covered by this Cooperative Agreement will meet the qualifications as adjunct faculty of their respective institutions.

1. All instructors at Great Plains Technology Center will be subject matter experts (SME's). Preferred qualifications include over five years' experience in the profession or occupation.
2. All instructors in the Security Guard Course are required to hold current Council on Law Enforcement Education and Training (CLEET) certification. All Security Guard courses are delivered according to the standards set forth by CLEET and instructors must submit documentation of certification prior to instruction.
3. All instructors at Great Plains Technology Center are encouraged to complete the "Effective Teacher Workshop (36 hours). Course of Study for the "Effective Teacher Workshop is attached as Appendix B.
4. Faculty employed by Cameron University to teach technical courses will meet Cameron University qualifications for adjunct faculty.
5. The employing institution bears responsibility for worker's compensation regardless of the site where the work is being performed. Cameron University and Great Plains Technology Center will provide copies of Worker's Compensations certificates to the cooperating institution to meet documentation requirements.

### **Section 6 – Clock hours of Instruction for Each Credit Requested**

*LE 2003 Security Concepts*

*Security Guard Phase 1 and 2  
Phase 1*

Classroom Hours: 28 clock hours

*Phase 2*

Classroom Hours: 24 clock hours

*LE 2043 Community Policing.*

*Security Guard Phase 3 and 4  
Phase 3 (Private Investigator)*

Classroom Hours: 40 clock hours

*Phase 4 (Firearms)*

Classroom Hours: 8 clock hours

Laboratory Hours: 24 clock hours

See Appendix A for complete courses of study.

### **Section 7 – Financial Arrangements Between the College and Technology Center**

~~Cameron University and Great Plains Technology Center have each established policies for tuition and fees. For the purposes of this Cooperative Agreement, students will be regularly enrolled Cameron students and will pay the regular tuition and fees. Students must be enrolled at the time the course is taken. They will be required to meet the admissions standards prescribed for Cameron University by the Oklahoma State Regents for Higher Education. Therefore, Cameron will be responsible for the administrative and academic support costs associated with the program.~~ Cameron University and Great Plains Technology Center have each established policies for tuition and fees, which will not affect this Cooperative Agreement. Students enrolling in technical courses at Great Plains Technology Center will pay the tuition and fees established by Great Plains Technology Center. Students enrolling for college credit in general education or non-technical courses at Cameron University will pay customary tuition and fees at Cameron University. There will be no transfer of funds between the institutions. Course enrollments will be included in the enrollment data submitted to the Oklahoma State Regents for Higher Education. Cameron will pay to Great Plains Technology Center the appropriate enrollment fee for each student enrolled in the Cameron credit courses offered by Great Plains Technology Center.

Great Plains Technology Center will provide the faculty and facilities for teaching the courses as outlined by Cameron University. Course enrollments will be reported in enrollment data submitted to the Oklahoma State Department of Career and Technical Education.

### **Section 8 – Student Tuition and Other Charges**

Students participating in the Security Guard Training courses are not eligible to receive Federal Financial Aid through Great Plains Technology Center. Cameron University will determine the amount of financial aid awarded to each student without regard for this Cooperative Agreement. Students who are full or part-time students, eligible for Financial Aid through Cameron University, may receive appropriate financial aid awards disbursed and administered through Cameron University.

~~After the student has been approved for enrollment and enrolled at Cameron University, the amount of fees and payment schedule will be determined by Cameron University and the payment will be made by the student to Cameron University.~~

Students cooperatively or simultaneously enrolled in a career tech class will be assessed a seven dollar (\$7.00) per credit hour administrative fee payable to Cameron University.

Students at Great Plains Technology Center who are enrolling for credit in courses covered by the Cooperative Agreement will not be charged any fees in addition to the stated tuition policy for such items as Student Identification Card, library fees, parking fees or other miscellaneous fees. Students will be responsible for book purchases required at each institution. Bookstores at each institution will be responsible for all books used in courses delivered at that institution.

Students enrolling in general education, technical support, or related courses provided by Cameron University will pay the current credit-hour tuition and fees of Cameron University. The student will pay these tuition and fees directly to Cameron University or their designee.

The refund policy of each institution will remain in effect. Students enrolling in technical courses at Great Plains Technology Center will be subject to the Great Plains Technology Center refund policy. Students enrolling in courses delivered at Cameron University will be subject to Cameron University refund policies.

### **Section 9 – Description of Classroom and Laboratory Facilities and Utilization**

Great Plains Technology Center is accredited by the North Central Association at the secondary level and the Oklahoma Department of Career and Technical Education at the postsecondary level. All classrooms, laboratories, and other facilities are evaluated by both organizations and approved for delivery of instruction.

Great Plains Technology Center consists of 222,400 square feet of space in six buildings and is located within one mile of Cameron University. State of the art classroom and laboratory equipment are available to support all areas of instruction addressed in this Cooperative Agreement.

### **Section 10 - Assessment of Student Outcomes**

Academic excellence and integrity in delivery of educational opportunities will be the responsibility of both institutions. Designated personnel at both Cameron University and Great Plains Technology Center will be responsible for insuring the institutions are in compliance with policies, processes, and procedures.

1. Cameron University will be responsible for ensuring that the courses taught by Great Plains Technology Center faculty are of comparable rigor to courses taught at the college level.
2. Both Cameron University and Great Plains Technology Center personnel will be responsible for preparing course descriptions and syllabi. Course descriptions and syllabi format will be provided by Cameron University and will include assessment of course objectives to guide the development process.
3. Faculty credentials shall be reviewed by Cameron University to ensure that faculty members have the technical expertise to teach each of the courses with the appropriate level of rigor.
4. Great Plains Technology Center teaching Cameron University courses will be given adjunct appointments. Faculty development activities in such areas as pedagogy, evaluating writing assignments, test construction, and grading will be provided through the “Effective Teacher Workshop and supplemented by Cameron University as needed.
5. Specific learner objectives and outcome assessment measures are found in the course of study. Ultimate outcome measures include licensure by the State of Oklahoma in appropriate security disciplines.

### **Section 11 – Student Performance Records and Academic Credit**

Students taking Cameron University courses offered at Great Plains Technology Center will be regularly enrolled Cameron University students. Credit earned in Cameron University courses taught at Great Plains Technology Center will be entered on the student transcript in the same manner as all other credit granted by Cameron University.

Student performance records will be maintained at Great Plains Technology Center and reported to Cameron University in accordance with procedures established by both institutions. Performance records, including Great Plains Technology Center transcripts, will be available to both the students and Cameron University.

### **Section 12 – Criteria and Procedures for an Annual Evaluation**

Students participating in the Cameron University courses delivered by Great Plains Technology Center will complete a course evaluation instrument provided by Cameron University at the end of each class. The evaluation process is a standard, end-of-class activity for all Great Plains Technology Center courses. Completed course evaluation instruments provided by Cameron University will be returned to Cameron University at the conclusion of each class or when specified by Cameron University personnel.

The Criminal Justice faculty in the Department of Criminal Justice and Sociology will analyze the course syllabi, text books and other instructional materials as well as student evaluations to certify that courses under review are taught at a college level and meet the Oklahoma Council on Law Enforcement Education and Training (CLEET) standards for the State of Oklahoma. Cameron faculty will also conduct peer review (classroom visitation) in the courses under evaluation. In conducting this review and analysis, faculty in the department may seek the advice/input of the department's Criminal Justice Advisory Council.

### **Section 13 – College Credit Hours To Be Awarded Toward Degree**

Six (6) college credit hours may be awarded for Cameron University courses delivered at Great Plains Technology Center for the courses addressed in this Cooperative Agreement.

### **Section 14 – General Education Courses**

Great Plains Technology Center will not offer general education courses as part of this Cooperative Agreement. All general education requirements for the Associate of Applied Science Degree in Criminal Justice will be delivered at Cameron University. See Sample Degree Plan, Appendix C.

### **Section 15 - High School Student Participation**

This cooperative agreement covers only adult students participating in the Security Guard training series.

**Appendix A – Security Guard Courses of Study**



## **COURSE OF STUDY**

**SCHOOL:** Great Plains Technology Center

**DEPARTMENT:** Adult Career Development

**INSTRUCTOR:** John Whittington

**COURSE TITLE:** Security Guard Phase I

**COURSE LENGTH:** 28 Hours

**CREDITS:** Student Transcript upon request, upon completion of course

**PREREQUISITES:** None

**COURSE DESCRIPTION:** This phase of security training is required for all forms of security guard licenses. Course instruction covers general private security tasks such as interpreting the Oklahoma Security Guard and Private Investigator Act, developing basic first aid skills, operating a fire extinguisher and fire fighting equipment, writing field notes, writing reports and interpreting your legal powers and limitations.

**COURSE GOAL:** To provide the student with a general knowledge of the private security task.

**COURSE OBJECTIVES:** To have a full understanding of the course content.

**COURSE CONTENT OUTLINE:** Course instruction is related to general private security tasks such as:

- UNIT I: Interpreting the Oklahoma Security Guard and Private Investigator Act
- UNIT II: Developing Basic First Aid Skills
- UNIT III: Operating a Fire Extinguisher and Fire Fighting Equipment
- UNIT IV: Writing Field Notes
- UNIT V: Writing Reports
- UNIT VI: Interpreting Your Legal Powers and Limitations

### 2.3.2—INSTRUCTIONAL EVALUATION - NORMAN CAMPUS

~~The Senate Committee on Teaching and Research recommends that the Senate adopt a resolution favoring the implementation of a University-wide program of instructional evaluation. This program should be a continuing one, should be mandatory for all instructional programs in the University, and should include evaluation by students. The Committee believes that responsibility for implementation of such a program should rest at the college level. Toward this end, the Senate should urge each college to establish a committee which will have representation from the faculty and student body of the college and which will have the responsibility for developing and implementing an evaluation program most suitable to the college's instructional activities.~~

~~In reviewing reports of evaluation programs of other universities it was noted repeatedly that, although there are few really objective criteria for teaching effectiveness, concern for effective teaching comes into prominence at all levels as departments, colleges and universities examine their criteria for good teaching, their procedures for reviewing it, and their stated expectations with regard to faculty performance. The fundamental importance of evaluation is to provide a feedback to the instructor on his work. In this way, the evaluation takes on a constructive role in improving teaching. In a secondary role, evaluation is necessary if we hope to be able to give appropriate recognition to quality of instruction.~~

As recommended by the Norman Campus Faculty Senate, there shall be a program of continuing instructional evaluation on the Norman Campus that includes course evaluation by students. Each college or academic unit shall maintain a process of evaluation suitable to the college's or academic unit's instructional activities. This evaluation process shall 1) provide feedback to the instructor on his/her instruction and 2) provide information to chairs, directors, and Committee A in order to assess the quality of instruction within the academic unit and allow for appropriate recognition of excellent instruction. (RM, 12-14-72, pp. 11873-74)

### 2.3.3—FACULTY TENURE (3.7)

Tenure implies a mutual responsibility on the part of the University and the tenured faculty member. In granting tenure to a faculty member, the University makes a commitment to his or her the Faculty member's continued employment, subject to certain qualifications (See Section 3.8). The University expects that tenured faculty members will maintain the level of performance by which they initially earned tenure. In those exceptional cases, when it is recommended that a faculty member be permitted to reduce his or her employment to less than full-time and maintain a tenured status, specific ~~Regential~~ approval must be granted (See 3.7.2.d).

Faculty members accorded tenure will normally commence their tenure appointments in the academic year immediately following the action of the Board of Regents.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all tenure decisions. The specific tenure policies and recommendation procedures are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.~~

*(The red-text below will appear in the Norman Campus and HSC Faculty Handbook)  
~~green blue~~*

### Academic Tenure

After the expiration of a probationary period and a positive tenure review, ~~teachers or investigators~~ tenure track faculty may have be granted permanent or continuous tenure, ~~and in which cases~~ their services should be terminated only for adequate cause, except ~~in the case of retirement for age, or under~~ extraordinary circumstances because of financial exigencies. In the interpretation of this principle, it is understood that the following represents acceptable academic practice.

(a) The ~~precise~~ terms and conditions of every appointment should be stated in writing and be in the possession of both ~~institution the University and teacher the faculty member~~ before the appointment is consummated effective.

(b) Beginning with appointment to the rank of ~~full-time instructor or a higher rank~~ tenure track assistant professor or higher, the probationary period should ~~not exceed typically be six seven~~ years, including within this period full-time service in all institutions of higher education, but subject to ~~the~~ proviso that when, after a term of probationary service of more than three years in one or more institutions, a ~~teacher faculty member~~ is called to another institution, it may be agreed in writing that his new appointment is for a probationary period of not more than four years, even though thereby the person's total probationary period in the academic profession is extended beyond the normal ~~maximum period of seven six~~ years. Notices ~~should be given at least one year prior to the expiration of the probationary period, if the teacher is not continued in service after the expiration of that period.~~

*[Note - notification dates for non-reappointment are covered in 3.5.7]*

(c) During the probationary period, a ~~teacher~~ tenure track faculty member should have the academic freedom that all other members of the faculty have.

(d) ~~Termination for cause of a continuous appointment, or the dismissal for cause of a teacher~~ regular faculty member previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused ~~teacher faculty member~~ should be informed before the hearing in writing of the charges against him and should have the opportunity to be heard in his own defense by all bodies that

~~judgment upon his case. He should be permitted to have with him an adviser of his own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars other regular faculty members either from his own or from other institutions. Teachers on continuous appointments Regular faculty members who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.~~

~~(Note—Rather than rely on an old, poorly defined appeal process system, I believe that all appeals should be through the faculty appeal and grievance process. NLM)~~

### 3.7.1 Definitions

(a) The term “tenure” means continuous reappointment to an achieved academic rank in accordance with the 1947 action of the Board of Regents of the University of Oklahoma. (See Section 2.8.1 above). It is hereinafter understood that tenure must be granted or denied by specific action of the University Board of Regents. Tenure is designed as a means to protect the academic freedom of faculty members. This is to say, tenure is a means to assure unfettered, unbiased, unencumbered search, verification, and communication of truth by professional scholars and teachers. Tenure is designed to provide faculty members with freedom from political, doctrinaire, and other pressures, restraints, and reprisals which would otherwise inhibit the independent thought and actions in their professional responsibility of search, verification, and communication of truths.

The term “probationary period” refers to the period of employment in an academic rank prior to the tenure is granted for those faculty hired as tenure track faculty. Notwithstanding different uses of the term elsewhere (as in some statements of the American Association of University Professors), the probationary period does not include any period of employment following the awarding of tenure.

(c) The term “prior service” means academic employment at an institution of higher education (including The University of Oklahoma) before the first appointment in the effective probationary period as a tenure track faculty member at The University of Oklahoma.

### 3.7.2 Eligibility for Tenure

(a) All ~~employees~~ tenure track faculty of the University ~~who hold a regular full-time academic rank at the level~~ of assistant professor or above are eligible for tenure.

(b) It is understood that a faculty member who has been granted tenure by ~~The University of Oklahoma~~, and thereafter accepts an administrative post within the University, retains tenured status as a member of the faculty.

(c) When an initial appointment is made to a position which is primarily administrative, but carries with it academic rank of assistant professor or above, specific understanding should be reached at the time of offer with the individual concerned and agreed to in writing by the Senior Vice President and Provost.

the dean, the chair/director, and the faculty of the appropriate academic unit as to whether the individual will be reviewed for tenure at the proper time and what conditions must be met before there is tenure eligibility.

Whenever a ~~regular~~ tenure track -faculty member during the probationary period assumes primary administrative responsibilities, agreement should be reached in the same manner. Likewise, whenever an administrator is given academic rank at any time following the initial appointment, the same would apply.

(d) It is understood that a faculty member who has been granted tenure by ~~The University of Oklahoma~~ and thereafter changes from full-time appointment to a volunteer or part-time faculty appointment forfeits tenured status unless the change is temporary or results from the faculty member's being in phased retirement.

### 3.7.3 Probationary Periods

(a) The "Contract of Employment" furnished to a candidate for appointment to ~~the~~ a tenure-track faculty position shall specify, in addition to the rank and salary, the length of the probationary period entailed in the appointment and any special conditions pertaining to the appointment. All such conditions must be set forth in writing by the Senior Vice President and Provost whenever any faculty appointment is offered.

(b) The probationary period for a faculty member whose effective date of appointment is later than the start of the academic year but no later than the first day of the second semester will be considered as dating from the beginning of the first semester, provided that the department or division in question and the Senior Vice President and Provost agree, records in writing its prior agreement to such an arrangement. If the effective date of appointment is later than the first day of the second semester, the probationary period shall begin with the first semester of the next academic year.

(c) For a faculty member ~~who is eligible for tenure being appointed to a tenure track position, and~~ whose initial appointment is at the rank of assistant professor or associate professor, the probationary period shall be six academic years, or twelve regular semesters, except in cases noted below ~~in paragraph~~.

(d) Included in the probationary period is prior full-time service (up to a maximum of three years) in professorial ranks at other institutions of higher education unless the faculty member requests in writing at the time of the first regular appointment that such service should not be included and the academic unit, the dean, and the Senior Vice President and Provost approve. Included also is prior regular, full-time service (up to a maximum of three years) which the appointee may have performed in the past at ~~The University of Oklahoma~~ in the rank of instructor assistant professor or above unless the faculty member requests in writing at the time the faculty member is most recently appointed to a tenure-track position that such service should not be included and the academic unit, the dean, and the Senior Vice President and Provost approve.

Prior full-time service as ~~instructor~~ assistant professor or in a comparable non-professorial rank at other institutions of higher education; and prior full-time service on temporary appointments at the rank of

~~stant professor at The University of Oklahoma will~~ may be counted as part of the probationary period if this arrangement is agreed upon in writing at the time of the first regular appointment. The parties to such an agreement are the appointee, the faculty and the chair/director of the appropriate academic unit, the dean, and the Senior Vice President and Provost.

(~~de~~) In certain ~~unusual~~ extraordinary cases, tenure may be awarded to faculty members of extraordinarily exceptionally high merit prior to the end of the sixth probationary year. The Chair/Ddirector of the academic unit must obtain approval from the dean and Senior Vice President and Provost prior to having a faculty member submit a dossier for review. Any academic unit's recommendation to award tenure before the end of the usual probationary period should be accompanied by an accounting of compelling reasons for this action. If the University's decision at that time is not to confer tenure, however, the faculty member in question may, subject to continuation or renewal of contract, continue to serve in the probationary period; and be considered for tenure again without prejudice.

(~~ef~~) A new faculty member appointed at the rank of professor or associate professor may be given tenure from the date of appointment, or the probationary period may be set at two, three, or four years; when prior service in a professorial rank at another institution is less than three years. Persons with three or more years of such prior service may have a probationary period of no more than three years. The probationary period's length shall be set by the tenured members of the appointee's academic unit, subject to agreement by the dean and Senior Vice President and Provost, at the time of formal offer of appointment. If a majority of the unit's tenured faculty members favor tenure upon appointment, the ~~termination of tenure shall be made in the regular fashion, as specified in Section 3.7.5.~~

Whenever ~~an untenured part-time~~ a non-regular or renewable term faculty member ~~converts from part-time to full-time~~ is hired into a tenure track position following a faculty search, with the rank of assistant professor or above, specific written understanding must be approved by the Senior Vice President and Provost as to if and how the period of part-time non-regular or renewable term service will be counted toward satisfying the probationary period for tenure.

(~~gh~~) A maximum of one year of leave of absence without pay may be counted as part of the probationary period, provided the department ~~Chair/ or division Head~~ school Ddirector in question records in writing its prior agreement and secures administrative approval from the dean and Senior Vice President & and Provost. Leaves of absence without pay counted as part of the probationary period must entail appropriate evaluation of professional activities carried out during the leave.

~~If a tenure track faculty member takes pregnancy leave, the probationary period prior to a tenure decision may be extended for one year.~~ At the written request of the faculty member and with the approval of the academic unit, dean, and Senior Vice President and Provost, a tenure track faculty member may be granted an extension of the probationary period because of such circumstances such as family and or personal crises or pregnancy.

(~~hi~~) During the probationary period, a faculty member will be provided by the ~~Chair/Ddirector~~ of the academic unit with both an annual, written evaluation of performance during the past calendar year, and a

~~progress-towards-towards-~~tenure letter that reviews their faculty member's entire probationary period at ~~OU~~ the University.

Such annual evaluation from the most recent spring evaluation cycle shall be provided prior to the applicable notification deadline for reappointment, with a copy sent to the dean.

(i) A faculty member at any rank who submits a tenure dossier and is denied tenure shall be retained on the faculty until the end of the academic year following that in which there was notification of the denial, unless there are reasons (~~under Section 3.8~~) to the contrary.

(jk) Faculty members accorded tenure will normally commence their tenured appointments in the academic year immediately following the ~~Regents'~~ action of the Board of Regents.

#### 3.7.4 Criteria for the Tenure Decision

The choices that the University makes in granting tenure are crucial to its endeavors toward academic excellence. A decision to grant tenure must reflect an assessment of high professional competence and performance measured against national standards. Tenure should never be regarded as a routine award.

The tenure decision shall be based on a thorough evaluation of the candidate's total contribution to the mission of the University. While specific responsibilities of faculty members may vary because of special assignments or because of the particular mission of an academic unit, all evaluations for tenure shall address the manner in which each candidate has performed in:

- (1) Teaching (~~See Section 3.6.1~~)
- (2) Research ~~or and~~ Creative/ Scholarly Activity Achievement (~~See Section 3.6.2~~)
- (3) Professional and University Service and Public Outreach (~~See Section 3.6.3~~)

Above all else, it is essential to any recommendation that tenure be granted that the faculty member has clearly demonstrated scholarly attainment, primarily but not exclusively through teaching and research ~~or and creative/ scholarly activity-achievement~~.

Each academic unit, with the participation and approval of the dean and the Senior Vice President and Provost, shall establish and publish specific criteria for evaluating faculty performance in that unit, so long as those criteria are in accord with this policy. These criteria may be changed by the faculty of the unit from time to time with the approval of the dean and the Senior Vice President and Provost. The Senior Vice President and Provost's approval of the revised criteria shall indicate a date on which they become effective. The revised criteria shall apply to all faculty in the unit appointed to the tenure-track after the effective date. Untenured faculty in the tenure-track on the effective date shall be subject to the revised criteria in instances where the changes affect only the process by which the unit ascertains the quality of individual faculty performance. When the revisions involve changes in the quality of faculty

rmance required for granting tenure, faculty already in the tenure-track shall remain subject to the previous criteria unless these faculty consent to the new criteria ~~by written statement in writing.~~

In those cases, in which specific assignments might limit the faculty member's involvement in any area of faculty responsibility, a written understanding to this effect should be filed in the ~~Provost's~~ Office of the Senior Vice President and Provost, approved by the dean and the chair of the academic unit at the time the assignment is made.

The award of tenure carries with it the expectation that the University shall continue to need the services the faculty member is capable of performing and that the financial resources are expected to be available for tenured employment. It also carries the expectation that the faculty member will maintain or improve upon the level of ~~attainment~~ achievement which characterized the qualifications for tenure.

### 3.7.5 Procedures for the Tenure Decision

(a) A faculty member who is eligible for tenure consideration should be notified by the chair of the academic unit ~~at least five weeks by May 15~~ before the initial vote by the faculty member's colleagues (see (f) below).

(b) At the time of notification, the candidate for tenure shall be requested to submit material which will be helpful to an adequate consideration of the faculty member's performance or professional activities in relationship to the tenure criteria. The candidate should be advised to consult with the chair or any other ~~or~~ colleagues concerning the materials to include. It should be made clear, however, that responsibility for the contents resides with the candidate.

~~The Chair~~ is responsible for providing a minimum of ten copies of the candidate's material (as described in the Senior Vice President and Provost's "Call for Tenure Recommendations") and making them available for review by the voting members of the academic unit at least two weeks prior to the vote. Following the vote, these copies (along with the academic unit's recommendation forms) shall be forwarded as follows: ~~the original to the appropriate dean for transmittal to the Provost and nine copies to the Campus Tenure Committee.~~

(d) Preceding the vote, all tenured faculty voters who are available shall meet for a discussion of the candidate's qualifications for tenure. It is assumed that the eligible voters will have studied the candidate's materials prior to the meeting.

(e) The candidate should not be present during the discussion of his or her qualifications. The candidate should be available, however, to enter the meeting on invitation to answer questions or clarify circumstances relevant to the qualifications.

(f) Formal consideration for tenure shall originate with the polling by secret ballot of all tenured members of the candidate's academic unit, including, when practical, those who are on leave of absence. If it is proposed to consider a tenure recommendation prior to the candidate's ~~sixth probationary~~ tenure decision year, after obtaining the Dean's and Senior Vice President and Provost's preliminary approval to



consider an early tenure decision, the tenured members of the unit shall hold a preliminary vote on whether ~~or not~~ to do so, and consideration of early tenure will proceed only if a majority of tenured faculty members favor such consideration. Subsequently, in any formal poll of tenured faculty taken prior to the candidate's ~~sixth probationary~~ designated tenure decision year, no tenure recommendation will be forwarded unless a majority of those polled favor granting tenure. Whatever the result of the faculty poll taken during the ~~sixth probationary~~ designated tenure decision year, it will be forwarded. In all cases, the result of the vote must accompany the recommendation. The numerical result of the formal secret ballot polling shall be provided to the candidate at the candidate's request.

(g) The chair and Committee A shall submit a separate recommendation with supporting reasons.

(h) While primary responsibility for gathering complete information on professional activity rests with the individual faculty member, the chair ~~or designated committee or mentor~~ should assume a share of this responsibility to be certain that all tenure recommendations are initiated on the basis of full documentation, which must be considered by any person or group making a recommendation.

(i) All recommendations shall be in writing and, with the exception of the faculty recommendation resulting from the secret poll, reasons for the recommendations must be stated. At the time recommendations are made at any stage of the review process, notification of such recommendations must be provided to the chair and the individual candidate. It shall be the responsibility of the chair to inform the faculty of the unit about recommendations made at the various stages of the review process.

(j) Copies of the academic unit recommendations and all appropriate documentation upon which recommendations were based will be forwarded to the appropriate dean. The dean will attach a recommendation to the tenure materials and forward all materials to the Campus Tenure Committee with supporting reasons and will notify the candidate and the chair of the unit of the recommendation.

(k) The main purpose of the Campus Tenure Committee is to provide faculty advice on whether ~~or not~~ the academic unit's recommendation with regard to both substance and process is sustained by the accompanying documentation and is consistent with the approved tenure criteria of the academic unit and the University (Section 3.7.4). If it determines that the documentation is inadequate, the Campus Tenure Committee may request more information from the academic unit.

(l) The Campus Tenure Committee will attach its recommendations to the tenure materials and forward all materials to the Senior Vice President and Provost with supporting reasons and will notify the candidate, the chair of the unit, and the college dean of its recommendations.

(m) The Campus Tenure Committee will be composed of nine tenured faculty members on staggered three-year terms. The Faculty Senate appoints two new members each year, and the President appoints one new member each year.

(n) In determining its recommendation, the Campus Tenure Committee may request information or advice from any person. Committee members from the originating academic unit of a case under consideration will absent themselves from discussions regarding that case.

(o) The existence of the Campus Tenure Committee in no way limits the rights of administrative officers to solicit advice from faculty members in determining their recommendations.

(p) In any tenure case where the Senior Vice President and Provost plans to submit to the President a recommendation contrary to that of the Campus Tenure Committee, the Senior Vice President and Provost shall so notify the Campus Tenure Committee, allowing sufficient time and opportunity for the Senior Vice President and Provost and the Campus Tenure Committee jointly to conduct a thorough discussion of the case before the Senior Vice President and Provost presents a final recommendation to the President. If after such a discussion the Senior Vice President and Provost and the Campus Tenure Committee are in disagreement, the President or the Committee may request a meeting between the President and the Campus Tenure Committee before the President makes a final recommendation to the Board of Regents.

(q) At any stage of the tenure review process, the concerned faculty member may appeal in writing to the Faculty Appeals Board if it is believed that procedural violations have occurred in the case or that violations of academic freedom have occurred. If it is believed that there has been discrimination on the basis of race, color, national origin, sex, age, religion, disability, ~~national origin~~ political beliefs, or status as a veteran, the faculty member may file a written appeal with the ~~Affirmative Action~~ University Equal Opportunity Officer. Such appeals must be made within 180 calendar days after discovery of the alleged violation, and the review process will be suspended until a resolution is effected. Such an appeal shall not have the effect of extending the faculty member's terminal year, should tenure be denied.

The President will notify each faculty member by May 31 whether tenure has been granted, except where appeals make this impossible.

(The text below is in the Health Sciences Campus Faculty Handbook.)

## FACULTY TENURE

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Tenure implies a mutual responsibility on the part of the University and the tenured faculty member. In granting tenure to a faculty member, the University makes a commitment to his or her continued employment subject to certain qualifications (Section 3.12). The University expects that tenured faculty members will maintain the level of performance by which they initially earned tenure. Unless otherwise agreed to in writing by the chair of the academic unit, the dean of the college, the Senior Vice President and Provost, the President, and the University Regents, only the portion of annual base salary paid by the University of Oklahoma is committed in the award of tenure.

### Definitions

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The term *tenure* means continuous reappointment to an achieved academic rank in accordance with the 1947 action of the Regents of the University of Oklahoma. Tenure must be granted or denied by specific action of the University Regents.

Tenure is designed as a means to protect the academic freedom of faculty members and to assure freedom of scholarship and teaching by professional scholars and teachers. The right to academic freedom does not diminish the faculty member's responsibilities under Section 3.5 Faculty Accountability.

- (a) The term *pretenure period* refers to the period of employment at the University of Oklahoma in a tenure track appointment prior to the time the faculty member is evaluated for the granting of tenure. Tenure track faculty have a pretenure period of six (6) years. In rare circumstances, the chair of the academic unit, and dean may request that a faculty member receive an extension of the pretenure period, not to exceed three (3) years. Notwithstanding different uses of the term elsewhere (as in some statements of the American Association of University Professors), the pretenure period does not include any period of employment following the awarding of tenure.
- (b) The term *prior service* means academic employment at an institution of higher education (including the University of Oklahoma) before the first appointment in the effective pretenure period at the University of Oklahoma.

### Eligibility for Tenure

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Faculty of the University who hold a regular tenure track appointment and who devote full-time effort to University activities (Section 3.6) are eligible for tenure consideration provided they are assigned to devote at least 50 percent of their time to teaching and/or research for the University of Oklahoma and maintain this requirement during the entire pretenure period.

- (a) At the request of the faculty member and with the approval of the chair of the academic unit, the dean, and the Senior Vice President and Provost, faculty members receiving consecutive term appointments may be changed to the tenure track in which case all University policies relating to tenure shall apply. With the approval of the chair of the academic unit, dean, and Senior Vice President and Provost, up to three (3) years of academic service in a consecutive term appointment may be credited toward the pretenure period.
- (b) At the request of the faculty member and with the approval of the chair of the academic unit, dean, and Senior Vice President and Provost, faculty members who are in the tenure track may be changed to a consecutive term appointment at any time during the six (6) year pretenure period, but prior to the initiation of procedures for tenure decision (see Section 3.9.5). A faculty member who changes from a tenure track appointment to a consecutive term appointment will not be eligible for future tenure consideration.
- ~~(c)~~ Before a regular faculty member assumes primarily administrative duties during the pretenure period, a written agreement must be reached between the faculty member, the chair of the academic unit, the dean, and Senior Vice President and Provost, as to whether the faculty member will be reviewed for tenure, at what time, and under what conditions.

### Pretenure Periods

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- (a) Full-time tenure track faculty will generally have a pretenure period of six (6) years.

The first year of the pretenure period for a faculty member whose effective date of service is between July 1 and December 31 will be that academic year. If the effective date of service is between January 1 and June 30, the first year of the pretenure period will begin with the next academic year.

- (b) In certain circumstances, the chair of the academic unit and dean may request an extension of the pretenure period not to exceed three (3) years.
- (c) For assistant professors, the pretenure period may include up to a total of three years in prior full-time service in a consecutive term or tenure track appointment at the OUHSC or in professorial ranks at another institution. For associate professors and professors up to a total of four years prior service may be included (see Section 3.2.5(c)). The faculty member may request in writing at the time of the first regular tenure track appointment that prior service be included. Inclusion of prior service requires approval by the chair of the academic unit, the dean, and the Senior Vice President and Provost.
- (e) Prior full-time service as instructor or in a comparable non-professorial rank at other institutions of higher education may be counted as part of the pretenure period if requested by the applicant and approved in writing by the chair of the academic unit, dean, and Senior Vice President and Provost at the time of the first regular appointment.
- (f) Ordinarily, prior full-time service on temporary appointments at the University of Oklahoma is not counted in the pretenure period but may be if requested by the applicant and approved in writing by the chair of the academic unit, dean, and Senior Vice President and Provost.
- (g) A new faculty member appointed at the rank of professor or associate professor may be granted tenure from the date of appointment. The determination of tenure shall be made as specified in Section 3.9.5 (b) through (r).
- (h) Tenure may be awarded to faculty members of high merit prior to the end of the pretenure period. An academic unit's recommendation to award tenure should be based on exceptional performance for at least two years at the University of Oklahoma. If tenure is not awarded, the faculty member may, subject to contract continuation or renewal, continue to serve in the pretenure period and be considered for tenure again without prejudice.
- (i) Whenever a non-tenured part-time faculty member changes from part-time to full-time tenure track status, specific written understanding must be approved by the Senior Vice President and Provost as to how the period of part-time service will be counted toward satisfying the pretenure period for tenure.
- (j) A maximum of one year of leave of absence without pay may be counted as part of the pretenure

period, provided the chair of the academic unit in question records in writing the agreement with the faculty member to count the leave of absence, including how the professional activities carried out during the leave will be appropriately evaluated by the chair, and secures approval by the dean and Senior Vice President and Provost.

(k) If a tenure track faculty member takes extended leave, the pretenure period prior to a tenure decision may be extended for one year at the written request of the faculty member with the approval of the chair of the academic unit, dean, and Senior Vice President and Provost.

(l) A faculty member at any rank who is denied tenure shall be retained until the end of the academic year following that in which tenure was considered, (i.e. the terminal year) unless the faculty member is dismissed according to Section 3.12. An appeal of denial of tenure shall not have the effect of extending the faculty member's terminal year.

Under certain extraordinary circumstances due to the University's clinical care, service, or teaching obligations, a faculty member who has been denied tenure may be granted a consecutive term or temporary appointment upon recommendation by the chair of the academic unit, dean, and Senior Vice President and Provost and approved by the University Regents.

Faculty members awarded tenure will normally commence their tenured appointments in the academic year immediately following the University Regents' action.

### Criteria for the Tenure Decision

The choices that the University makes in granting tenure are crucial to its endeavors toward academic excellence. A decision to grant tenure must reflect an assessment of high professional competence and academic performance measured against national standards in the discipline or professional area. Tenure should never be regarded as a routine award based upon length of service.

The tenure decision shall be based on a thorough evaluation of the candidate's total contribution to his/her college and the mission of the University and the candidate's adherence to the fundamentals of faculty accountability as noted in Section 3.5. While specific responsibilities of faculty members may vary because of special assignments or because of the particular mission of the academic unit, all evaluations for tenure shall address the manner in which each candidate has performed in:

- (1) Teaching (Section 3.6.1)
- (2) Research/Scholarly Achievement (Section 3.6.2)

(3) Professional Service (Section 3.6.3)

All candidates for tenure must have displayed a record of substantial accomplishment in each of the three areas (teaching, research/scholarly achievement, and professional service) and evidence of excellence in two areas. Above all else, it is essential to any recommendation that tenure be granted that the faculty member has clearly demonstrated scholarly attainment in teaching, research/scholarly achievement and service.

Each college, with the participation and approval of the dean and the Senior Vice President and Provost, shall establish and publish specific criteria for evaluating faculty performance in that college, including specific expectations for evaluation of faculty performance in teaching, research/scholarly achievement and service. The document must be distributed to the faculty in that college. These criteria must be in accord with and do not supersede the criteria described in this section. The criteria for tenure will be in full force unless an exception is specified in writing. It should be noted that the criteria which the departments and colleges establish normally reflect more specific standards for both promotion and tenure than those described in general terms in the *Faculty Handbook*, 3.9.4 and 3.9.5. Consequently, all faculty should become familiar with the departmental, college, and University criteria.

Any exception that faculty will be evaluated on their performances in the three areas of teaching, research/creative achievement, and professional service must be documented in writing at the time the assignment is made, agreed upon by the faculty member and the department chair, and approved in writing by the dean, and Senior Vice President and Provost.

As part of the overall promotion and tenure process, the department chair should provide junior faculty with advice on a regular basis as they develop their careers. Annual written evaluations of junior faculty by department chairs are essential to the faculty development process, and are an annual requirement each department chair must fulfill.

If the criteria for tenure are changed by the University Regents during a faculty member's pretenure period, the faculty member may elect to be evaluated under the criteria approved by the University Regents in effect at the start of his/her pretenure period.

The award of tenure carries with it the expectation that the University will continue to need the services of the faculty member, and that the financial resources will be available for continuous employment. It also carries the expectation that the faculty member will maintain or improve upon the level of attainment which characterized the qualifications for tenure. The performance of all faculty, both

to and following the granting of tenure, is to be evaluated annually as part of the University's faculty evaluation process (Section 3.7).

### **3.9.5 Procedures for Tenure Decision**

- (a) The chair of the academic unit shall notify a faculty member who is eligible for tenure consideration at least eight weeks before the initial vote by the faculty member's colleagues. (See (f) below)
- (b) The chair of the academic unit will request the candidate for tenure to submit material which will be helpful to an adequate consideration of the faculty member's performance or professional activities in relationship to the tenure criteria. It is the responsibility of the candidate to provide accurate, thorough, and clear evidence of achievements for review at the departmental college and university levels. The candidate is advised to consult with the chair and any other senior colleagues concerning the materials to include.
- (c) In general documentation of the individual's academic accomplishments should include, but not be limited to the following:
  - 1) Complete and up-to-date vita, including a summary of college and university degrees earned, all professional employment, all professional honors and awards, and an up-to-date list of books and journal publications by author in sequence. Manuscripts in press or submitted for publication and abstracts should be listed separately.
  - 2) Letters of evaluation of academic performance in teaching, research/scholarly achievement, and service should be solicited by the chair after consulting with the candidate. Normally, there should be three (3) letters of evaluation from individuals outside the University of Oklahoma considered established authorities in the discipline who are in a position to evaluate the candidate's academic performance and suitability for tenure. These letters may be solicited from individuals who were not suggested by the candidate. There should be three (3) internal (or local) letters of evaluation particularly relevant to teaching and service.
  - 3) Documentation of teaching accomplishments should reflect the candidate's contribution, quality, innovation, or impact of teaching. This might include summary documentation of teaching evaluations by students, notation of teaching awards, description of teaching responsibilities, and materials and techniques which are unique and demonstrate innovative approaches or outstanding quality in undergraduate, graduate, professional instruction (e.g. integration of multimedia into courses, development of web-based content and course materials, computer software



development, creation of innovative laboratory exercises and simulation techniques).

- 4) Documentation of research/scholarly accomplishments should reflect the level and quality of the candidate's research/scholarly achievement. Recognition of research/scholarly achievement accomplishments could be demonstrated by invitations to chair or organize symposia, edit books or journals in the professional discipline, publications in peer-reviewed journals, participation as a presenter in national/international symposia, conferences, and professional meetings, etc., as well as the candidate's ability to acquire extramural grant or contract funds, as a principal or co-principal investigator, through peer review mechanisms.
  
- 5) Documentation of professional/clinical service contributions should reflect the level and quality of the candidate's professional and/or clinical service contributions. Documentation might consist of leadership positions in local, state, or national associations; service on advisory boards for granting agencies; outstanding college or university committee work; consultantships; clinical leadership as evidenced by serving as head of a division, department, or specific clinic service; evidence of acquisition, introduction or development of new health care techniques, procedures or clinical approaches; development of community health-related outreach programs; improvement in clinical management; documentation of increased referrals; demonstrable improvement (quality, utilization, access) in delivery of health care; publication of case studies, monographs, reviews, and book chapters; etc.

Responsibility for gathering complete documentation of professional activity rests with the individual faculty member. The chair shall assist the faculty member in determining what to include in the tenure documentation. The chair may also solicit information to include with the candidate's tenure documentation. The candidate is entitled to review the information in his/her tenure file.

- (d) The chair is responsible for providing copies of the candidate's complete tenure file to each of the voting members of the academic unit at least two weeks prior to the vote.
  
- (e) All tenured faculty in the department who are available shall meet for a discussion of the candidate's qualifications for tenure. The candidate shall not be present during the discussion of his or her qualifications but shall be available to enter the meeting on invitation to answer questions or clarify circumstances relevant to the qualifications.

Formal consideration for tenure shall originate with the polling by secret ballot of all tenured members of the candidate's academic unit, including when practical those who are on leave of absence. The chair of the academic unit or other administrative personnel required to submit a separate tenure recommendation shall not participate in this vote.

At times the small number of tenured members of an academic unit prevent appropriate academic unit tenure review. In such instances the dean of the college, in consultation with the chair of the academic unit involved, shall establish an *ad hoc* tenure review committee to serve as the candidate's academic unit for purposes of voting on tenure.

When a tenure proceeding is initiated prior to the last pretenure year and the result of the faculty vote is negative, that information shall not be forwarded, and the tenure consideration will be deferred. The result of the faculty vote taken during the last pretenure year will be forwarded to the dean, and a tenure consideration will proceed.

- (f) The chair shall submit a separate recommendation with supporting reasons.
- (g) All recommendations shall be in writing and, with exception of the faculty recommendation resulting from the confidential poll within the department, reasons for the recommendation must be stated at the time recommendations are made. At the time recommendations are made at each stage of the review process (Chair, Campus Tenure Committee, Dean, Senior Vice President and Provost, President), written notification of such recommendation must be provided to the chair and to the individual candidate by the person or committee making the recommendation.
- Copies of the academic unit recommendations and all appropriate documentation upon which recommendations were based will be forwarded to the appropriate dean. Each dean will have an advisory council for tenure review and may request information and advice from any source.
- (i) Upon receipt of the advisory council recommendation the dean will attach a recommendation with supporting reasons to the tenure materials, including the recommendation of the advisory council, and forward all materials to the Campus Tenure Committee, and will notify the candidate and the chair of the academic unit of the recommendation. After due deliberation, the dean may recommend to grant tenure, to deny tenure, or to defer tenure consideration for a specified period of time.
- (j) The Campus Tenure Committee will be composed of thirteen tenured faculty members (two from each college, excluding the Graduate College, and one from the Tulsa campus) on staggered three-year terms selected by the President from nominations from the Faculty Senate.
- (k) In determining its recommendation, the Campus Tenure Committee may request information or advice from any source. To avoid a conflict of interest, Campus Tenure Committee members from the originating academic unit shall not attend discussions nor vote on candidates from their own

academic unit. The tenure file will be returned to the academic unit for remedy or correction if there are defects found in the academic unit's recommendation.

- (l) The Campus Tenure Committee shall provide the Senior Vice President and Provost with input as to whether the academic unit's recommendation is consistent both as to substance and process with the approved tenure criteria (Section 3.9.4).
- (m) The Campus Tenure Committee will attach its recommendation to the tenure materials and forward all materials to the Senior Vice President and Provost with supporting reasons and will notify the candidate, the chair of the unit, and the college dean of its recommendations.
- (o) In determining their recommendation, the Senior Vice President and Provost and University administration may request information and advice from any source.
- (p) If the Senior Vice President and Provost plans to submit a recommendation contrary to that of the Campus Tenure Committee, the Senior Vice President and Provost shall notify the Chair of the Campus Tenure Committee in time to allow a thorough discussion before this recommendation is made.
- (q) The recommendation of the Senior Vice President and Provost will be submitted to the President. After due deliberation, the Senior Vice President and Provost may recommend to grant tenure, to deny tenure, or to defer tenure consideration for a specified period of time.
- (r) If the President plans to submit a recommendation contrary to that of the Campus Tenure Committee, the President shall notify the Committee in time to allow the Committee to request a hearing with the President prior to his making a recommendation, if the Committee so desires.
- (s) The faculty member under review may appeal in writing to the Faculty Appeals Board at any time during the tenure review process if he or she believes that procedural violations occurred or academic freedom was violated. Appeals on these bases must be made within 30 calendar days after discovery of the alleged violation.

He or she may appeal discrimination on the basis of race, color, sex, age, religion, disability, national origin, or status as a veteran to the University Equal Opportunity Officer. Appeals on these bases must be made within 180 calendar days after discovery of the alleged violation.

The tenure review process is suspended while an appeal to either the Faculty Appeals Board or University Equal Opportunity Officer is pending. Where the tenure appeal prevents the tenure process from being completed before the end of the terminal year (Section 3.9.3(1), the appeal shall not extend the faculty member's terminal year even if the appeals process is not completed. Should tenure ultimately be granted, the faculty member will be reinstated.

(t) The President will notify the faculty member, chair, dean and Senior Vice President Provost by May 31 of the tenure decision, except when appeals make this impossible.

(Regents, 7-15-96, 1-26-99, 12-3-02) (end HSC text)

### 2.3.4—POST-TENURE REVIEW – NORMAN CAMPUS

**Purpose**

Post-tenure review at ~~The University of Oklahoma, Norman Campus,~~ is a periodic peer-based evaluation of tenured faculty, for the purpose of guiding career development and, when judged necessary, improving faculty performance. The post-tenure review process is based on and extends the annual evaluation of faculty described in ~~Section 3.11 of the~~ {Norman Campus Faculty Handbook} through two processes: (1) a retrospective review of faculty performance in ~~teaching, research/creative activity and service teaching; research; and creative-creative/and scholarly activity; and professional and University service; and public outreach~~ over the five years preceding the review, and (2) a formative evaluation for future professional growth.

For all faculty, post-tenure review provides a formal opportunity for self-assessment and discussion with peers about professional development. For those faculty whose performance is judged to be below expectations, the evaluation leads to the formulation of a professional development plan, the purpose of which is to assist the faculty member to raise his or her level of performance to meet or exceed the expectations for tenured faculty.

Post-tenure review is mandatory for all tenured faculty who are reviewed under Section 3.11 of the Norman Campus Faculty Handbook, unless they have signed an agreement to retire within the two years following the year of the scheduled review or have entered into a formal phased retirement agreement with the University.

Bearing in mind the value and importance of academic freedom and procedural due process to the well being and success of the academic community, the University acknowledges and supports in principle the policies and procedures set forth in the AAUP's Standards for Good Practice in Post-Tenure Review. Post-tenure review is not a re-evaluation of a faculty member's tenure status, nor is it intended as means to effect programmatic change. The post-tenure review process will be carried out in a manner that is consistent with the University's policies on academic freedom and responsibility (~~Section 3.2 of the see Faculty Handbook~~) and on faculty evaluation (~~Section 3.11 of see the Norman Campus Faculty Handbook~~). Post-tenure review will be based on the criteria for annual review established by the faculty of the unit and approved by the administration.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policy pertaining to post tenure review. The specific provisions pertaining to post tenure review are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents~~

*(The red-text below will appear in the Norman Campus Faculty Handbook. Health Sciences Center Faculty Handbook text appears in green.)*

#### ~~Timing~~

##### ~~When Accomplished~~

Post-tenure reviews shall be initiated immediately following the completion of the annual faculty evaluation process.

#### Normal Review

Each faculty member shall undergo post-tenure review in the fifth year after the year in which the faculty member is awarded tenure or promotion, whichever is later, and every fifth year thereafter. Annually, the Office of the Senior Vice President and Provost will identify those faculty to undergo a normal post-tenure review, and establish and publish a time schedule for completing the required steps in the post-tenure review process.

#### Early Review

A post-tenure review shall be initiated earlier than the normal review cycle under the following circumstances:

(a) If the composite or overall rating of a tenured faculty member's performance on the annual evaluation is below expectations (2.00 or less on a 0-5 scale) for two consecutive years, an early post-tenure review will be initiated immediately as an extension of the annual evaluation. Candidates for early post-tenure review will be identified by Committee A as part of the annual faculty evaluation process and reported to the unit's budget dean. However, Committee A may request from the dean permission to postpone initiation of an early review for one year if, in their opinion, the early review is not justified due to circumstances that Committee A enumerates in its request to the dean. With the approval of the dean, the initiation of an early review shall be postponed one year. If the review is postponed and the faculty member is judged to have performed to expectations in this third year, no early review will be required. If performance continues below expectations, the early review will be conducted immediately following the third year annual evaluation.

(b) A tenured faculty member may request an early review for the purpose of professional development. Such reviews are not subject to the mandatory professional development plan, nor to the sanctions provisions of this policy.

#### Level of the Review

The review will be conducted by a Post-Tenure Review Committee composed of the members of Committee A, the chair or director of the unit or units in which the faculty member holds an appointment, unless another arrangement has been approved in writing by the budget dean(s), and the Senior Vice President and Provost. Provided, in exceptional cases, as determined by the Senior Vice President and Provost, a senior faculty member outside such unit but within the college shall be added to the Post-Tenure Review Committee, such member being chosen by the tenured faculty member under review from a list of three candidates selected by the Senior Vice President and Provost.

The results of the review will be forwarded simultaneously to the budget dean(s) and the Senior Vice President and Provost. All recommendations for actions must be forwarded to the dean(s) for approval.

#### Components of the Review

Post-tenure review dossiers shall consist of the following elements:

(a) Annual evaluations and mini-vitae for the previous five years. The annual evaluations and the accompanying mini-vitae from the five years previous to the review will constitute the primary sources of information about the faculty member's performance. The post-tenure review will take into account the numerical evaluations (on a scale of 0-5) for: teaching; research, scholarship and creative activity; professional, university and administrative service; and the composite evaluation reflecting the relative weights of the three categories.

(b) A self-appraisal by the faculty member being reviewed. A written statement prepared by the faculty member will constitute a central element of the post-tenure review dossier. This statement is intended to serve two purposes: provide a formal opportunity for the faculty member to reflect on his or her professional career and contributions to the University; and serve as a source of information to the Post-Tenure Review Committee to assist in helping the faculty member develop professionally. In this statement, the faculty member should describe his or her past contributions to the unit(s) to which he/she is appointed and to the University, assess the current state and direction of his or her career, and discuss what he or she has planned professionally for the next five years. This self-appraisal should include an evaluation of his or her past performance in the areas of teaching, research (including scholarship and creative activity) and service; teaching, research, and creative/ and scholarly activity; and professional and University service; and public outreach; a statement of professional goals for the next five years; and an explicit discussion of how achieving those goals will advance his or her professional career and contribute to achieving the goals of the unit(s) to which he or she is appointed and the University as a whole. This document is not intended to be a contract but only a source of information to the Post-Tenure Review Committee to assist it in helping the faculty member to develop professionally.

(c) The faculty member's current complete curriculum vitae.

(d) Sabbatical leave reports. The report of activities and accomplishments of any sabbatical or other leaves that occurred during the interval being reviewed should also be included.

(e) Post-tenure Review Evaluations. A copy of the evaluations by the Post-Tenure Review Committee from the faculty member's previous post-tenure review(s), if any.

(f) Final Reports. A copy of previous professional development plans, if any.

#### Expectations

Faculty are expected to perform in all categories of the annual evaluation and achieve a composite evaluation of 2.01 or higher on a criterion-referenced scale of 0-5. The criteria should be specified in the

Approved evaluation criteria of the unit(s) to which the faculty member is appointed. As required under Section 3.1.1 of the Faculty Handbook, academic units should communicate carefully and clearly to their faculty the specific criteria for evaluation of the unit that are used for the basis of the annual evaluation.

When and only when a faculty member's five-year average composite evaluation is lower than 2.01, the faculty member shall be required to develop and participate in a professional development plan as described herein.

#### Feedback

All faculty members undergoing post-tenure review will be provided with written and verbal feedback about how they are developing as professionals and how the Post-Tenure Review Committee evaluates the professional goals of the faculty member in relation to the goals and mission of the unit and the University. Within thirty days of completing its review of the faculty member's dossier, the Post-Tenure Review Committee will provide the faculty member with a written evaluation of his or her past performance, current status, and future professional goals. In addition, within thirty days of providing the faculty member its written evaluation, the Post-Tenure Review Committee will meet with the faculty member to discuss the findings of the review.

#### Professional Development Plan

A professional development plan is intended to assist a faculty member whose performance is not meeting expectations to bring his or her performance up to the expected level. Participation in a professional development plan is mandatory for faculty members who, during post-tenure review, are found not to meet the expectations for faculty performance. Other faculty members may request, from the committee, permission to participate in a professional development plan on a voluntary basis to assist their professional development. Voluntary professional development plans are not subject to the sanctions described herein and shall not alter the cycles of the normal and/or early review or otherwise affect those processes.

#### Process

The professional development plan should be prepared cooperatively between the faculty member and the Post-Tenure Review Committee. The faculty member should prepare a draft of the plan and submit it to the Post-Tenure Review Committee within 30 calendar days after his or her initial meeting with the Post-Tenure Review Committee to discuss the results of the post-tenure review. The Post-Tenure Review Committee must prepare a final plan, in negotiation with the faculty member, and submit it to the budget dean(s) for approval within 60 calendar days after the initial meeting between the Post-Tenure Review Committee and the faculty member to discuss the results of the post-tenure review, and within 30 calendar days of its initial receipt of the draft plan from the faculty member. Should the faculty member disagree with the final plan prepared by the Post-Tenure Review Committee, he or she may write an appeal to be submitted to the budget dean(s) along with the plan, setting forth the reasons for disagreement.

The dean(s) must notify the faculty member and the Post-Tenure Review Committee, in writing, as to whether ~~or not~~ the final plan is approved. If the plan is not approved, the faculty member



and the Post-Tenure Review Committee must be notified in writing of the reasons for non-approval and the process described in the previous paragraph should be repeated until approval is obtained.

Following approval of the plan, the Post-Tenure Review Committee must meet with the faculty member and explain both the contents of the plan, including the expected time line, and the consequences to the faculty member of failure to attain the goals of the plan. Reasonable University resources to support implementation of professional development plans will be provided by the Senior Vice President and Provost and the dean of the college. A faculty member shall have the two full annual evaluation cycles following the date the plan is approved to accomplish the goals of the plan and to bring his or her performance up to expected standards.

#### Content of the Plan

The professional development plan should include the following components:

- (a) Goals and expectations.
- (b) Proposed activities.
- (c) A time line for the plan.
- (d) Resources that will be made available to the faculty member to assist with completion of the plan.
- (e) An explanation of the consequences of failure to attain the goals of the plan. This provision is not applicable for a voluntary professional development plan.
- (f) Signatures of the faculty member, the members of the Post-Tenure Review Committee, and the budget dean(s) verifying an understanding of the plan.

#### Monitoring, Follow-up, and Final Report

Formal written evaluation of the faculty member's progress towards meeting the goals of the professional development plan will take place as part of the annual evaluations of the faculty member following the beginning of the plan. Since less than a year will have elapsed between the implementation of the plan and the next annual faculty evaluation, that evaluation and the subsequent annual evaluation shall be used by the Post-Tenure Evaluation Committee as an opportunity to provide written feedback to the faculty member on his or her progress in meeting the goals of the plan. The final assessment of the faculty members' progress in meeting the goals of the plan shall occur during the third annual faculty evaluation after implementation of the plan. Following this third annual evaluation, a written report will be issued by the Post-Tenure Review Committee to the faculty member, with copies to the dean(s), explaining the outcome of the plan.

#### Sanctions

Failure of the faculty member to meet the goals specified in the plan and to bring his or her performance up to the level expected may lead to the initiation of the ~~Abrogation of Tenure~~ Severe Sanctions process ~~as outlined in Section 3.8~~ of the Faculty Handbook. The results of the professional development plan,

including, without limitation, the final report, shall be relevant evidence in such a proceeding. In tenure abrogation proceedings, the University retains the burden of persuasion to show cause, as defined by the Faculty Handbook. Provided, nothing in this policy shall be construed to limit or restrict the University's authority to undertake the ~~Abrogation of Tenure and Severe Sanctions~~ process set forth in ~~subsections (a) through (e) of Section 3.8 of the Faculty Handbook.~~

Alternative actions, such as resignation or retirement from the University, may be negotiated and implemented with approval of the budget dean(s), ~~and the Senior Vice President and Provost, President, and Board of Regents.~~

#### Review of Post-Tenure Review Policy and Procedures

The above Post-Tenure Review Policy will be jointly reviewed by the Faculty Senate and administration at least every five years and, if continued, will be evaluated every five years thereafter with respect to its effectiveness in supporting faculty development and redressing problems of faculty performance, the time and cost of the effort required, and the degree to which in practice it has been effectively cordoned off from disciplinary procedures and sanctions. (RM. 5-7-99, p. 26389) ~~(end NC text)~~

### 2.3.5— ABROGATION OF TENURE, DISMISSAL BEFORE EXPIRATION OF A TENURE-TRACK APPOINTMENT OR RENEWABLE TERM/CONSECUTIVE TERM APPOINTMENT, AND OTHER SEVERE SANCTIONS ~~(3.8)~~

The University strives to exercise great care in selecting its faculty appointees and to confer tenure ~~only upon~~ only those faculty members who have demonstrated their merit for tenured appointment. For that reason, severe sanctions such as a dismissal proceeding involving a tenured faculty member (abrogation of tenure) or of a faculty member during a tenure-track appointment or of a renewable term/consecutive term faculty member ~~will~~ should be an exceptional event. It is also recognized, however, that a few faculty members may, from time to time, ~~be guilty of offenses engage in improper conduct of lesser gravity~~ which requires severe sanctions short of dismissal. Such sanctions may include but are not limited to loss of prospective ~~benefits~~ privileges for a stated period (for instance, loss of eligibility for a sabbatical leave of absence, loss of remunerated consultative privileges, loss of remunerated private practice privileges, etc.); restitution (payment of damages due to individuals or to the ~~institution~~ University); a fine; a reduction in salary; or suspension from service for a stated period, without other prejudice. As in the case of dismissal, the imposition of severe sanctions short of dismissal should be viewed as a serious and infrequent step usually undertaken only after administrative remedies and minor sanctions have failed.

While extreme action will be required infrequently, the University must be prepared for such an eventuality, so that both the integrity of the University and the rights of the faculty member may be preserved. Toward this end, the faculty must be willing to recommend severe sanctions upon or dismissal of a colleague when necessary. By the same token, the President and the Board of Regents shall give all reasonable consideration to faculty ~~judgments~~ recommendations.

Only the Board of Regents has the power to ~~abrogate tenure or impose severe sanctions, or to dismiss a faculty member who has tenure or whose tenure track appointment has not expired.~~ It is the University's policy that ~~the~~ The Board of Regents shall exercise this power only in cases where ~~they~~ it determines that there exists sufficient cause for such action ~~or when there exists a demonstrably bona fide condition of financial exigency requiring termination of a tenured appointment.~~

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**TERMINATION OF TENURED APPOINTMENT ON GROUNDS OF FINANCIAL EXIGENCY  
EMERGENCY (3.8.1)**

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See Financial Emergency Policy in Section 4 of Regents Policy Manual.<sup>2</sup>

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<sup>2</sup> This statement seems better suited for a footnote

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**GROUNDINGS FOR ABROGATION OF TENURE, DISMISSAL, AND OTHER SEVERE SANCTIONS**  
(3-8-2)

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A faculty member against whom the imposition of a severe sanction is to be brought, or whose dismissal is to be requested, must have given such cause for the action as relates directly and substantially to his or her professional capabilities or performance. It is not possible to specify all proper grounds for these drastic measures. Proper reasons for dismissal of a faculty member who has tenure or whose tenure-track or renewable term/consecutive term appointment has not expired include the following:

- a) Professional incompetence or dishonesty;
- b) Substantial, manifest, or repeated failure to fulfill professional duties or responsibilities;
- c) Personal behavior preventing the faculty member from satisfactory fulfillment of professional duties or responsibilities;
- d) Substantial, manifest, or repeated failure to adhere to University policies; including, for example, the University's Compliance Program.
- e) Serious violations of law which are admitted or proved before a ~~competent court~~ of competent jurisdiction or the administrative hearing body established to hear such matters, which preventing the faculty member from satisfactory fulfillment of professional duties or responsibilities or violations of a court order, when such order relates to the faculty member's proper performance of professional responsibilities;
- f) Changes in the University's educational function through action of the Board of Regents of the University and/or the Oklahoma State Regents for Higher Education which result in the elimination of an academic unit. In such instances, the University will make every reasonable effort to reassign affected faculty members to positions for which they are properly qualified before dismissal results from such elimination.
- g) For any Health Sciences Center faculty member, being placed on the United States Department of Health and Human Services' list of excluded individuals and entities, in which case the University will take quick and decisive action by terminating the faculty member's employment. The faculty member may request a Faculty Appeals Board Hearing following termination.

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**3.8.3 GROUND S FOR SUMMARY SUSPENSION (3.8.3)**


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Suspension of a faculty member or assignment to other duties in lieu of suspension is justified only if immediate harm to the faculty member or to others is threatened by that person's continued performance of regular duties; or if the faculty member has failed to adhere to the University's Compliance Program. The faculty member may, on request and at the convenience of the department, be relieved of some ~~or all~~ professional duties if this is necessary to provide time for the preparation of a defense. Summary suspension does not remove from the University the obligation to provide due process within a reasonable period of time following action.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policy pertaining to the abrogation of tenure, dismissal before expiration of a tenure-track or renewable term/consecutive term appointment, and severe sanctions. The specific provisions pertaining to procedures for these actions as well as faculty appeals and grievances related thereto are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.~~

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**3.8.4 INITIAL PROCEDURES FOR ABROGATION OF TENURE, DISMISSAL BEFORE EXPIRATION OF A TENURE-TRACK APPOINTMENT OR RENEWABLE TERM/CONSECUTIVE TERM APPOINTMENT, AND OTHER SEVERE SANCTIONS. (3.8.4)**


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~~The Board of Regents of the University of Oklahoma is constitutionally vested with governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policy pertaining to the abrogation of tenure, dismissal before expiration of a tenure-track or renewable term/consecutive term appointment, and severe sanctions. The specific provisions pertaining to procedures for these actions are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.<sup>3</sup>~~

*(The red-text below will be included in the Faculty Handbooks of both the Norman Campus.) and (The Health Sciences Center Faculty Handbook text appears in green text)*

### 3.8.4 Initial Procedures

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<sup>3</sup> Why repeat here?

When reasons arise to question the fitness of a faculty member who has tenure, ~~or whose tenure-track appointment has not expired, or whose conduct may warrant the imposition of a—other severe sanctions,~~ the appropriate administrative officer(s) ordinarily shall discuss the matter with the faculty member in personal conference, at which time the matter may be terminated by mutual consent. If a mutually acceptable result is not forthcoming, and if the President decides that there still is reason to question the faculty member's fitness or professional behavior, the President shall so inform the Chair of the Faculty Appeals Board. The Chair shall then, following consultation with the individual, academic unit(s), and administrators concerned, schedule a pre-hearing conducted by the Faculty Appeals Board Hearing Committee. The Hearing Committee shall informally and confidentially inquire into the situation to effect a possible adjustment (the principal is encouraged to seek the assistance of the University Ombudsperson). If it fails in this, the Hearing Committee shall advise the President whether in its view formal proceedings should be instituted.

~~The Chair shall then, following consultation with the individual, academic unit(s), and administrators concerned, schedule a pre-hearing conducted by the Faculty Appeals Board Hearing Committee. The Hearing Committee shall informally and confidentially inquire into the situation to effect a possible adjustment (the principal is encouraged to seek the assistance of the University Ombudsperson). If it fails in this, the Hearing Committee shall advise the President whether in its view formal proceedings should be instituted.~~

If the Hearing Committee recommends formal proceedings, or if the President favors such proceedings despite a contrary recommendation from the Hearing Committee, the President or the President's ~~delegate-designee~~ shall frame with reasonable particularity a statement of charges. The President may ask the aid or advice of the Hearing Committee in framing the charges.

(c) The faculty member in question shall then be informed in writing by the President of the commencement of formal dismissal or sanction proceedings and of the alleged grounds for the proposed action. The hearing shall take place as described in ~~Section 3.9.1(H)~~ this policy. (end NC text)

## 2.4—FACULTY APPEALS & GRIEVANCES

### 2.4.1—FACULTY APPEALS AND GRIEVANCES ~~(3.9)~~

#### NORMAN CAMPUS

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#### PROCEDURES ~~(3.9.1)~~

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##### WHO MAY USE PROCEDURE

The grievance procedures described herein shall be available to any aggrieved party who is a Norman Campus faculty member, academic unit, administrative unit, or other duly constituted faculty body within the Norman Campus University community, when the respondent is also a Norman Campus faculty member, academic unit, administrative unit, or other duly constituted faculty body within the Norman Campus University community. Violations covered by this procedure include but are not limited to academic freedom and academic due process violations. Such violations may occur in the course of performing professional duties or in the process of being considered or evaluated for ~~recommendations regarding reappointment~~, salary increase, promotion, tenure, or other personnel decisions in which a party has reason to believe there has been ~~unjust-unlawful~~ discrimination, harassment, violation of due process or academic freedom, or other grievance.

Complaints by or against employees who are not faculty members and by or against students shall be addressed under the applicable ~~employee-staff~~ or student procedures. Faculty members serving as chairs, directors, deans, or in other administrative positions may not utilize these procedures in filing a grievance when the grievance is based upon actions related to their administrative performance.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policy pertaining to faculty appeals and grievances regarding the abrogation of tenure, dismissal before expiration of a tenure track or renewable term/consecutive term appointment, severe sanctions, reappointment, salary increase, promotion, tenure, or other personnel decisions in which a party has reason to believe there has been unjust discrimination, harassment, violation of due process or academic freedom, or other grievance are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Board Regents policy in a Faculty Handbook must be made through action of the Board of Regents~~

*(The red text below will be included in the Norman and HSC Campus Faculty Handbooks green blue.)*

(a) Filing of Complaint (See Also Section H)

Individuals or units having complaints are encouraged to raise them with their department head/chair, academic dean, administrative supervisor, or the ~~Affirmative Action Officer (AAO)~~ University Equal Opportunity Officer. The University Ombudsperson serves as a resource on University grievance procedures/policies and provides an opportunity for neutral resolution and mediation. Persons having complaints are encouraged to seek informal resolution through regular administrative channels or through mediated resolution with the ~~Ombudsperson~~.

Complaints unresolved administratively or through the ombuds service and which solely involving harassment based on race, ethnicity, or sex or discrimination because of race, national origin, sex, color, age, religion, disability, political beliefs, or status as a veteran must be filed with the ~~Affirmative Action~~ University Equal Opportunity Officer. (See ~~Section 3-10~~ for ~~Affirmative Action~~ University Equal Opportunity policies and procedures.) Complaints solely involving due process or academic freedom must be filed with the Faculty Appeals Board ("FAB") Chair.

~~The appeals process for academic administrators will be:~~ Whenever an academic unit chair or director, or college dean, is relieved of administrative responsibilities before his or her term expires, or is not reappointed for another term, the administrator and/or affected faculty member(s) can appeal the decision to the Senior Vice President and Provost. If a satisfactory resolution of the appeal is not obtained at the Provost level of the Senior Vice President and Provost, the academic administrator may appeal to the President.

The complainant is responsible for stating in writing and in full particularity the grounds upon which the alleged grievance is based. The grounds for the alleged grievance may not be changed after the filing of the complaint with the FAB Chair or the ~~AAO~~ University Equal Opportunity Officer. The ~~Ombudsperson~~ may assist the complainant in identifying and clarifying grounds for a complaint. Where more than one type of complaint is present (*i.e. g.*: sexual harassment and violation of due process), the complainant must specify all of the grounds of the grievance of which the complainant should have reasonably known at the time of filing. A copy of the harassment or discrimination complaint must be sent to the ~~AAO~~ University Equal Opportunity Officer for investigation. A grievance with multiple grounds is heard by one hearing committee, which hears all aspects of a particular grievance. The FAB Chair and ~~AAO~~ University Equal Opportunity Officer will discuss and determine the appropriate appeals process under which such a grievance will be heard. The respondent will have 30 calendar days from receipt of the complaint to respond in writing to the FAB Chair or ~~AAO~~ University Equal Opportunity Officer, as appropriate.

(eb) Timing of Complaint

If a complaint cannot be resolved administratively or through the ombuds service, it must be filed with the FAB Chair or ~~AAO~~ University Equal Opportunity Officer within 180 calendar days from the date on which the faculty member, unit, or body knows or reasonably should know of the alleged violation or incident giving rise to a grievance. All other time periods may be extended by mutual agreement of the parties involved or by the FAB Chair, Hearing Chair, or ~~AAO~~ University Equal opportunity Officer (as appropriate) for good cause.



(dc) Withdrawal of Complaint

The complainant may withdraw the complaint at any point prior to the adjournment of the formal hearing by notifying in writing the party with whom the complaint was originally filed. Once withdrawn, the same complaint may not be resubmitted under any grievance procedure.

(ed) Confidentiality of Proceedings and Records

Investigators and members of the ~~H~~Hearing ~~e~~Committee are charged individually to preserve confidentiality with respect to any matter investigated or heard. A breach of duty to preserve confidentiality is considered a serious offence and will subject the offender to appropriate disciplinary action. Parties and witnesses also are admonished to maintain confidentiality with regard to these proceedings.

Except for those cases in which grievances go to a hearing, all records of administrative investigation with regard to discrimination, sexual harassment, and/or racial or ethnic harassment shall be transmitted to and maintained by the ~~Affirmative Action~~University Equal Opportunity Officer as confidential records. All records of administrative investigation for other grievances will be held by the administrator involved as confidential records.

(fe)- Faculty Appeals Board

(1) The ~~Faculty Appeals Board~~FAB is a standing body that responds to matters of tenure abrogation, dismissal, other severe sanctions, alleged violations of academic freedom or academic due process, and other grievances unresolved through administrative procedures. Because of the extraordinary importance and the range of such issues, the ~~Faculty Appeals Board~~FAB shall be empowered to appoint ~~ad hoc~~*ad hoc* hearing committees to assist in the conduct of its affairs. The ~~Faculty Appeals Board~~FAB considers matters brought before it as ~~described in Section 3-9.1(a)~~.

(2) The ~~Faculty Appeals Board~~FAB on the Norman Campus shall consist of fifty (50) members; elected to four-year staggered terms by the Faculty Senate from among all full-time tenured faculty whose duties are primarily non-administrative.

(3) The ~~Faculty Appeals Board~~FAB shall annually elect a chair-elect from among those who are in their third year of service. The chair-elect will serve as chair the following year. Membership on the ~~Board FAB~~ FAB is not a disqualification for service on University Councils. All members of the ~~Board FAB~~ FAB are eligible for re-election. Terms of service shall begin September 1 and end August 31, except that, if a hearing is in progress at this time, any retiring member of the ~~Board FAB~~ FAB who is on the Hearing Committee shall be continued on the Hearing Committee until the case in process is closed. If a member of the ~~Board FAB~~ FAB ceases to be a full-time member of the faculty, or if his or her duties become primarily administrative, the Faculty Senate shall elect a replacement to complete the term; but if the change in the Board member's status occurs during service on a Hearing Committee, the ~~Board FAB~~ FAB member shall continue to serve on the Hearing Committee until the conclusion of the case unless either the complainant or respondent objects, in which case the ~~Board FAB~~ FAB member shall be replaced by another member of the ~~Board FAB~~ FAB chosen by the procedure prescribed in ~~Section G~~ for the original selection of the Hearing Committee.

(g) Pre-Hearing Process

The following procedure shall occur upon initiation by either party after an unresolved investigation of harassment, ~~discrimination, or retaliation,~~ after the filing of due process or academic freedom grievances, or after a request for a hearing by the President (see ~~Section 3.8.4,~~ Faculty Handbook).

(1) Selection of Hearing Committee

The Chair of the ~~Faculty Appeals Board~~ FAB immediately will notify the respondent(s) of the grievance and will schedule a meeting of the parties within 5 classroom days to select the Hearing Committee. The Hearing Committee, which shall serve at the pre-hearing and at the formal hearing, if convened, will be selected as follows:

- (a) The complainant and respondent alternately shall select three names from the ~~Appeals Board~~FAB pool. The FAB Chair is responsible for ensuring that those selected choose within 5 classroom days a seventh name from the ~~Appeals Board~~FAB pool to serve as chair.
- (b) Any member of the ~~Appeals Board~~FAB selected to serve on a Hearing Committee who is a member of the same academic unit or related within the third degree by consanguinity or affinity to the respondent or the complainant shall be disqualified from serving on the Hearing Committee.

The complainant and the respondent in the case may each request to the Chair of the ~~Faculty Appeals Board~~FAB that a member or members of the Hearing Committee be disqualified on grounds of bias or personal interest in the case. If, however, a challenge for cause is disputed by either party, the Hearing Committee shall decide by majority vote whether cause has been shown. A member of the Hearing Committee may disqualify himself or herself on personal initiative or in response to such challenge for cause as is provided for in the immediately preceding paragraph.

~~(d) A member of the Hearing Committee may disqualify himself or herself on personal initiative or in response to such challenge for cause as is provided for in the immediately preceding paragraph.~~

(e) Prior to the commencement of a hearing, members of a Hearing Committee who have been disqualified and any members who, by reason of illness or absence from campus, are unable to serve, shall be replaced immediately by the ~~Faculty Appeals Board~~FAB Chair. The replacement shall be determined by the procedure in Sections G.1-4 herein, with replacements being selected by the party whose initial selection was eliminated, or by the Hearing Committee if the Chair is the member being replaced. After the commencement of the pre-hearing and/or hearing, a decision by the ~~No members of the Faculty Appeals Board may be eligible for selection for a hearing committee if they currently are serving on another ongoing hearing.~~ Hearing Committee Chair, or by the Chair of the FAB if the absent member is the Hearing Committee Chair, will determine whether the member should be replaced or if the pre-hearing and/or hearing shall continue without a replacement. No members of the FAB may be eligible for selection for a hearing committee if they currently are serving on another ongoing hearing.

(2) Pre-Hearing

Within 10 classroom days of the deadline for the respondent's written response to the complaint (see ~~Section 3.9.1.B~~), the eChair of the Hearing Committee will schedule an orientation/pre-hearing.

(a) The Chair of the FAB will orient the Hearing Committee. If the grievance specifies harassment because of race, ethnicity, or sex or discrimination because of race, national origin, sex, color, age, religion, disability, political beliefs, or status as a veteran, the ~~Affirmative Action~~ University Equal Opportunity Officer also will orient the Hearing Committee.

(b) Immediately following the orientation of the Hearing Committee, the parties will present their case to the Hearing Committee ~~during a pre-hearing~~. No witnesses or evidence will be heard at this pre-hearing. Although attorneys/advisers may be present in an advisory capacity to the parties at the pre-hearing, they may not directly address the Hearing Committee. If the Hearing Committee determines no further hearing is warranted, the matter is ended. The Chair of the Hearing Committee will report the determination in writing (vote only) to the complainant and respondent(s) within two classroom days. If the Hearing Committee determines that a formal hearing is warranted, the matter shall proceed as outlined below.

Formal Hearing Process

All matters brought to a formal hearing shall be handled according to the following procedures; ~~which are designed to insure fairness and academic due process.~~

(1) At least twenty classroom days before the hearing, the complainant shall present to the respondent and Chair of the Hearing Committee:

a. Relevant University of Oklahoma rules or policies involved.

b. A summary of the evidence upon which the charges or complaints are based and an initial list of witnesses to be called.

(2) The respondent shall review these materials submitted by the complainant and present a written reply within 10 classroom days of delivery. The reply shall summarize the evidence to be used in refutation of the charges and shall include an initial list of witnesses to be called.

(3) The Hearing Committee shall set the date of its initial hearing within 30 calendar days after the deadline for the respondent's summary of evidence and list of witnesses.

(4) Any party, whether complainant or respondent, may select from among his or her colleagues a person to act as adviser, or may select an attorney for advice on legal matters. At his or her discretion, the party may be assisted by both an adviser and an attorney.

~~Both the complainant and respondent~~ The faculty member shall inform the Chair of the Hearing Committee in writing of the identity of any adviser and/or attorney as soon as known but in no event later than 10 classroom days prior to the hearing. Should the faculty member elect to use an attorney, the University and/or its administrative representative(s) will be represented by the Office of Legal Counsel or its designee.

~~(b) The following procedure assumes that a faculty member will use his or her own judgement in acting upon any advice or deciding when to be represented by an attorney.~~

(5) Faculty members who serve on the Hearing Committee may call on the Office of Legal Counsel for procedural advice concerning the case in question, but the University's Legal Counsel, depending on the involvement of that office in the proceedings, must determine the most appropriate manner of providing the requested legal advice. The University will defend and be responsible for any money damages that might be awarded against one or all of the Hearing Committee members as individuals or as a Committee for actions taken in good faith, in their official capacity, and within the course and scope of their authority while acting as Hearing Committee members, as provided in the Oklahoma Governmental Tort Claims Act. (A copy of this Act is available from the Office of Legal Counsel.)

(6) Where ~~participation~~ participation of the University's Legal Counsel deems its participation on behalf of the Hearing Committee to be inappropriate, the Chair of the ~~Appeals Board~~ FAB, at the request of the Chair of the Hearing Committee, may select by lot a legal adviser from a duly constituted panel of legal

advisors. This panel, consisting of not more than six University faculty and staff who have law degrees, each serving a three-year terms with terms being staggered, is appointed by the President ~~and upon~~ recommendation of the Faculty Senate.

(7)- At this point, the complainant and the respondent, working with the Chair of the Hearing Committee, shall, as completely as possible, arrive at an agreement on procedures and the formulation of charges. The parties may refer to the current ~~Book of~~ *Procedural Guidelines* in formulating the agreement on procedures. Oral discussion shall be followed by an exchange of memoranda indicating the understanding which each party has of the conversation.

(8)- If the respondent fails to cooperate with the Hearing Committee or defaults at the hearing stage but denies the charges or asserts that the charges do not support a finding of adequate cause, the Hearing Committee will evaluate all available evidence provided by the parties and base its recommendation upon the evidence in the record.

(ih)- Hearing Regulations

The ~~Appeals Board~~ FAB process is a lay process relying on peer review. The intent of this process is to avoid excessive legalism in deference to the common sense, sound judgment, good character, and sense of fairness of each Hearing Panel. The procedures should strive to diminish formality and rigidity and avoid emulation of a trial in a courtroom. The purpose for a system of internal review is to effect a just and fair disposition of a grievance.

The Hearing Committee may avail itself of the *Book of Procedural Guidelines*; however, since each instance of internal review is unique and procedures for resolving it must be tailored to satisfy specific objectives, the Hearing Committee should not deem itself bound by anything contained in these guidelines.

Notwithstanding, the following regulations shall apply to the hearing:

(1)- Both complainant and respondent shall have the right to be present and be accompanied by a personal adviser or an attorney, or both, throughout the hearing. The Hearing Committee also shall have the right to have its legal adviser present throughout the hearing. Attorneys may be present to advise witnesses; however, in no case will the attorney representing a witness participate in the case. Attorneys should facilitate and not control the process.

(2)- The hearing shall be closed unless all principals in the case ~~request~~ agree that it be open.

(3)- The Hearing Committee shall proceed by considering the statement of grounds for grievances already formulated and the response written before the time of the hearing. If any facts are in dispute, the testimony of witnesses and other evidence concerning the matter shall be received.

(4)- Both parties or their advisers or attorneys shall have the right to present, examine, and cross-examine witnesses.

The President's Office shall make available to the Hearing Committee Chair such authority as it possesses to require the presence of witnesses, and it shall bear any reasonable cost attendant upon the appearance of percipient witnesses at the hearing.

(6)- The principle of confrontation shall apply throughout the hearing, and the complainant shall bear the burden of proof, which shall be by a preponderance of the evidence.

(7)- An audio recording of the hearing will be made. The recording will be arranged by the Hearing Committee Chair. A transcript shall be made available in identical form and at the same time to the Hearing Committee, the President's Office, and the principals in the case upon their request. The full cost of the audio recording shall be borne by the University; transcripts may be charged to the requesting party.

(8)- The full text of the findings and the conclusions of the Hearing Committee shall be made available in identical form and at the same time to the President's Office and the principals in the case.

(9)- The Hearing Committee may proceed to its findings, conclusions, and recommendations without having the record of the hearings transcribed, or it may await the availability of a transcript of the hearings if it feels its decision would be aided thereby.

(10)- The President may attend the hearing or may designate a representative.

#### -Disposition of Charges

The Hearing Committee normally will communicate its findings, conclusions, and recommendations in writing to the parties involved and the President within 15 calendar days of the conclusion of the hearing. If the President concurs in the recommendation of the Hearing Committee, and action by the Board of Regents is not required by other policies or procedures, that recommendation shall be put into effect. The President must report to the parties and the Hearing Committee his/her decision within 15 calendar days of receipt of the Hearing Committee's recommendation.

If the case under consideration involves alleged violation of academic freedom or academic due process and if the Hearing Committee finds that academic freedom or academic due process has been violated, it must recommend that any professional or personnel decision affected by the violation be initiated anew from the point of violation. The Hearing Committee also may recommend necessary remedies appropriate to the case.

If the President does not concur and/or if action by the Board of Regents on the recommendation is required by other policies and procedures, the President shall transmit to the Board of Regents within 15 calendar days of receiving the recommendation of the Hearing Committee the full record of the hearing and the conclusions and the recommendations of the Hearing Committee, together with ~~p~~Presidential recommendations. The Board of Regents may adopt, modify, or reject the recommendations of the Hearing Committee or remand the matter.

If the Board of Regents chooses to remand the matter, it may return the proceedings to the Hearing Committee and specify its objections within 15 days after the next regularly scheduled Board of Regents meeting. In this event, the Hearing Committee shall reconsider the complaint, taking account of the stated objections, receiving new evidence and testimony if necessary, and reporting its final conclusions to the President for transmittal to the Board of Regents as before. The work of the Hearing Committee is finished when the President communicates the final decision of the Board of Regents to the parties in the case, the Hearing Committee, and any necessary parties.

(kj): Disposition of Records

Upon conclusion of any hearing, the Chair of the Hearing Committee shall remove all identifying characteristics from the agreement on procedures and shall forward this document to the Office of the Senior Vice President and Provost. Agreements on procedures will be maintained in a file in the Office of the Senior Vice President and Provost and will be available to panel members and participants in future cases upon request. All other text, transcripts, and documents of the procedures will be held in the Faculty Senate Office and released only with the consent of the Hearing Committee. Tapes of the hearing will be stored in the Office of Legal Counsel for five years. In the case of hearings involving discrimination, or harassment, or retaliation, copies of all transcripts and documents will be filed with the University Equal Opportunity Office of Affirmative Action.

(~~kl~~) Policy Maintenance

The Rights Assurance Committee will meet annually to review the grievances that have transpired. The committee--composed of the University Ombudsperson; University ~~Affirmative Action~~ Equal Opportunity Officer; ~~Faculty Appeals Board~~ FAB Chair, Chair-elect, and former Chair; University Legal Counsel; Faculty Senate Chair; and Senior Vice President and Provost or their designated representatives--will formulate recommendations to revise these procedures, as necessary. The ~~Faculty Appeals Board~~ FAB Chair will chair the committee and report recommended changes to the Faculty Senate for consideration.  
(end NC text)

(The text below appears in the Health Sciences Faculty Handbook.)

### APPEALS AND GRIEVANCES

### 3.13

All faculty, whether tenured or not, are entitled to academic freedom as set forth in Section 3.1 and academic due process.

The following procedures cover alleged prohibited discrimination, including sexual, racial, or ethnic harassment, and alleged violations of academic freedom, academic due process, and University policy. The faculty member may seek redress through the appropriate grievance procedures if such violations occur in the course of performing professional duties or in the process of being considered or evaluated for recommendations regarding reappointment, salary increase, promotion, or tenure. Grounds for appeal may also include other personnel decisions in which a faculty member has reason to believe there has

on discrimination, sexual, racial, or ethnic harassment, violation of due process or academic freedom, or if there are other grievances which have not been resolved administratively.

Faculty members serving as chairs, directors, deans, or other administrative positions, who are relieved of their administrative responsibilities, may not file a grievance or appeal when the grievance or appeal is based upon actions related to their administrative performance.

There are two appeal processes; the Faculty Appeals Board (Section 3.14) and the Committee on Discrimination and Harassment (Section 3.17).

(a) **Faculty Appeals Board** - The Faculty Appeals Board is the appropriate appeal process for alleged violations of due process, academic freedom, or other grievances other than alleged prohibited discrimination which have not been resolved administratively. It is also the appropriate appeal process for abrogation of tenure, dismissal of tenure-track or consecutive term appointment, or severe sanctions (Section 3.14).

**Committee on Discrimination and Harassment** - The Committee on Discrimination and Harassment is the appropriate appeal process for complaints involving harassment based on race, ethnicity, or sex, or discrimination because of race, national origin, sex, color, age, religion, disability, or status as a veteran. Such appeals must be filed with the University Equal Opportunity Officer (Section 3.17)

(Regents, 1-26-99, 12-3-02)

### THE FACULTY APPEALS BOARD

(a) The Faculty Appeals Board is a standing body which responds to matters of tenure abrogation, dismissal, severe sanctions, alleged violations of academic freedom or academic due process, and other grievances concerning the alleged failure to follow University policy or alleged unfairness in the application of University policy unresolved through administrative procedures. The Faculty Appeals Board considers all such matters brought before it in a timely manner by individual faculty members. It is the responsibility of the Faculty Appeals Chair and Faculty Senate Chair to ensure that all matters are handled expeditiously.



- 1) In cases related to alleged violation of academic freedom, academic due process or other grievances concerning the alleged failure to follow university policy or alleged unfairness in the application of university policy the faculty member will be considered the complainant and the administration the respondent. (See Section 3.16)
  - 2) In cases related to abrogation of tenure, dismissal of tenure-track or consecutive term appointment, or severe sanctions, the administration will be considered the complainant, the faculty member the respondent, and the letter from the President outlining the charges will serve as the complaint.
- (b) The Faculty Appeals Board of the Health Sciences Center shall consist of forty tenured faculty members representing fairly the existing colleges on the Health Sciences Center campus. The members shall be elected from among all full-time faculty whose duties are primarily non-administrative [i.e., not at the level of Assistant/Associate Dean, Dean, Assistant/Associate/Vice Provost or Provost]. All terms shall be four years. Membership on the Board is not a disqualification for service on other University councils or committees.
- (c) Each Faculty Appeals Board shall annually elect its own chair and vice chair from among those whose terms are nearest expiration. The chair and vice chair should be from separate colleges.

(d) Responsibilities of Faculty Appeals Board chair:

- 1) The chair shall determine if the complaint is appealable, for example, whether the initial deadline, as set in section 3.15.1, has been met or whether the complaint is concerned with the failure to follow University policy, or alleged unfairness in the application of University policy.
- 2) The chair may, at any time, meet with the complainant and respondent, either together or separately, to discuss the points of the complaint. The intent will be to resolve differences where possible and to seek a resolution and/or dismissal of the appeal.
- 3) Ordinarily the University General Counsel or a member of his/her staff not otherwise involved will serve as the legal advisor to the Faculty Appeals Board. If the Chair of the Faculty Appeals Board determines that some other course is desirable he/she may request a meeting with the President or his designee. In such instances when the Chair of the Faculty Appeals Board continues to desire outside counsel following a meeting with the President or his designee, the President may appoint other counsel with the concurrence of the Chair of the Faculty Appeals Board to advise the Hearing Committee.
- 4) The chair, after consulting with the legal counsel assigned to the board, shall have the final decision on any procedural issues raised which are not addressed by the *Faculty Handbook* and in which there is an absence of agreement by the complainant and respondent.
- 5) All responsibilities of the chair will be relinquished and passed to the vice-chair if the appeal is from a faculty member of the same college as the chair.

(e) All members of the Board are eligible for re-election. Terms of service shall begin July 1 and end June 30 except that, if a hearing is in progress at this time, any retiring member of the Board who is on the Hearing Committee shall be continued on the committee until the case in process is closed.

(f) If a member of the Board, not serving on a hearing committee, ceases to be a full-time member of the faculty, or if his or her duties become primarily administrative, the Senate shall elect a replacement to complete the term.

(g) Members on the Board who have an appeal pending before the Board shall be suspended from all Board activities until the appeal is resolved.

(Regents, 1-26-99, 12-3-02)

### FACULTY APPEALS BOARD PROCESS

3.15

#### ALLEGED VIOLATION OF ACADEMIC FREEDOM, ACADEMIC DUE PROCESS, OR OTHER GRIEVANCES CONCERNING THE ALLEGED FAILURE TO FOLLOW UNIVERSITY POLICY OR ALLEGED UNFAIRNESS IN THE APPLICATION OF UNIVERSITY POLICY, ABROGATION OF TENURE, DISMISSAL OF A TENURE-TRACK OR CONSECUTIVE TERM APPOINTMENT, SEVERE SANCTIONS, SUMMARY SUSPENSION, FAILURE TO COMPLY WITH THE UNIVERSITY COMPLIANCE PROGRAM

##### Initiation of Appeal and Request for a Hearing

3.15.1

(a) Request for Hearing - Academic freedom, academic due process or other grievances concerning the alleged failure to follow University policy or alleged unfairness in the application of University policy:

\_\_\_\_\_

Any faculty member who believes that either academic freedom or academic due process has been violated or alleges other grievances concerning the alleged failure to follow University policy or alleged unfairness in the application of University policy should first seek prompt redress through regular administrative channels, which would include the chair, dean and Senior Vice President and Provost.

If the administrative review does not provide a satisfactory result, and if the faculty member wishes to continue the appeal he/she may submit, as the complainant, a written complaint outlining the specific points of appeal and requesting a formal hearing to the Chair of the Faculty Appeals Board no later than 45 calendar days after he/she has become or should have become aware

of the alleged violation. Seeking redress through regular administrative channels does not extend the 45-day time allowed for filing an appeal.

(b) Request for Hearing - Abrogation of tenure, dismissal of tenure-track or consecutive term appointment, or severe sanctions:

Any faculty member who chooses to appeal the decision by the President to recommend abrogation of tenure, dismissal of a tenure-track or consecutive term appointment or other severe sanctions to the University Regents must submit, as the respondent, a written request for hearing to the Chair of the Faculty Appeals Board within 15 calendar days of the date of the President's letter. (See (e) below).

The time intervals specified in the preceding and following sections are guidelines and should be maintained unless waived by the Chair of the Faculty Appeals Board for unusual circumstances or in order to allow continuing progress towards informal resolution of the complaint.

(d) The Faculty Appeals Board process is a lay process which relies on peer review and the common sense, sound judgment, good character, and sense of fairness of each Hearing Committee. The Faculty Appeals Board procedures should strive to diminish formality and rigidity. The process is not to be considered a trial but is a system of internal review to effect a just and fair disposition of a grievance.

(e) Pre-Hearing Procedure:

1) Upon receipt of the written complaint as set out in (a) and (b) of this section and prior to initiating the formal hearing process, the Chair of the Faculty Appeals board shall ask the respondent to submit, within 15 working days, a statement in writing outlining the specific points of defense. Upon receipt of this statement, the Chair of the Faculty Appeals Board shall convene the complainant, the respondent, and two members of the Faculty Appeals Board within 30 working days. The two members shall be selected by the Chair in the same manner as members and alternates (Section 3.15.2(c)(2)) and shall be ineligible to serve on the Hearing Committee for that particular case. The purpose of the meeting is to discuss the

points of the complaint, to resolve differences, where possible, and to seek resolution of the matter at issue. Formal minutes of these discussions will not be taken, and no data, findings or recommendations from these discussions will be forwarded to the Hearing Committee except as provided in Section 3.15.3.

- 2) If a satisfactory resolution is reached, the Chair of the Faculty Appeals Board will summarize and forward the facts of the case in writing to the complainant and the respondent.
- 3) If a satisfactory resolution is not reached within 45 working days from receipt of the formal request for hearing (13.15.1(a)(b)), the Chair of the Faculty Appeals Board will notify the parties that no resolution was reached and initiate hearing procedures.

### **Formal Hearing Procedure**

**3.15.2**

To initiate the hearing procedure, the Chair of the Faculty Appeals Board will request statements from both the complainant and the respondent per (a) and (b) below and concurrently begin the process for selection of hearing committee members per (c) 1) through 9) below.

All matters brought to the Faculty Appeals Board shall be handled according to the following procedures, which are designed to ensure fairness and due process.

- (a) If the pre-hearing conference described in section 3.15.1 (e)(1) does not produce a satisfactory result, the Chair of the Faculty Appeals Board will request the complainant to submit to both the chair and the respondent, within 20 working days of the pre-hearing conference, a written statement embodying:
  - 1) Relevant policies of the administrative or academic unit, the College, the Provost's Office, President's Office, and the University Regents.
  - 2) The written complaint (3.15.1(a)(b)).
  - 3) A summary of the evidence upon which the complaint is based.
  - 4) A list of witnesses to be called, a brief summary of their testimony, and a list of exhibits to be presented.

(b) The Chair of the Faculty Appeals Board will upon receipt of the complainant's statement, request the respondent to submit to both the chair and the complainant, within 20 working days, a written statement including:

- 1) Relevant policies of the administrative or academic unit, the College, the Provost's Office, President's Office and the University Regents.
- 2) The written response outlining the specific points of defense.
- 3) A summary of the evidence to be used in refuting the charges.
- 4) A list of witnesses to be called, a brief summary of their testimony, and a list of exhibits to be presented.

(c) Selection of Hearing Committee:

- 1) Within 5 working days after the pre-hearing conference (3.15.1 (e)(1)) the Chair of the Faculty Appeals Board will proceed with the selection of the hearing committee by submitting the list of names of the eligible Board members to both parties. The list shall not include a member of the same academic unit or one who is related by consanguinity or affinity to the respondent or complainant. Members and alternates currently serving on another hearing shall also be ineligible. A member or alternate of the Hearing Committee may disqualify himself or herself on personal initiative or in response to such challenge for cause as is provided for in this section. The Chair of the Faculty Appeals Board shall also determine that no one on the list has a bias related to the person(s) or issue at hand.
- 2) Within 5 working days after submitting the list of eligible board members to both parties, the Chair of the Faculty Appeals Board, will select seven members of the Board to constitute the Hearing Committee, three additional members to serve as alternates, and ten members to be available for maintaining the alternate pool should replacements become necessary through personal disqualification or challenge of individuals initially selected. The selection of members and alternate members of the Hearing Committee shall be made by lot and it shall be made in the presence of the chair of the Faculty Senate or a designated representative. The complainant and the respondent in the hearing shall be invited to be present or to send a representative. The Chair of the Faculty Appeals Board shall notify members in writing of their selection to the Hearing Committee and of the parties involved, and provide a brief description of the general nature of the issue.

- 3) Within 10 working days of the initial selection of the Hearing Committee, the complainant or the respondent in the case may submit a written request to the Chair of the Faculty Appeals Board asking that members or alternates of the Hearing Committee be disqualified on grounds of bias or personal interest in the case. If, however, a challenge for cause is disputed by either of the parties, the Faculty Appeals Board Chair shall decide whether cause has been shown, and if so disqualify the member or alternate.
- 4) After challenges for cause have been acted on, the complainant and the respondent, additionally, each may make a maximum of two peremptory challenges of members or alternates selected for the Hearing Committee within 5 working days of the date such challenges for cause are resolved.

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All decisions regarding initial disqualifications shall be made prior to the first meeting of the Committee. Within 20 working days after the Hearing Committee and the alternates have been finalized the Hearing Committee shall elect its own chair and set the date of the hearing. Every reasonable effort should be made by the Hearing Committee and both parties to hold the hearing as soon as possible.

- 5) Members of the Hearing Committee who are disqualified, ill, or otherwise unable to serve, shall be replaced from among alternate members by the Chair of the Faculty Appeals Board. Alternates who are disqualified, ill or otherwise unable to serve, or who become members of the Hearing Committee will be replaced from among the reserve pool (3.15.2(c)(2)) by the Chair of the Faculty Appeals Board.
- 6) A finalized list of Hearing Committee members and alternates will be given to all parties within 10 working days of resolving any challenges of the membership of the hearing committee or alternates by the complainant or the respondent. If no challenges are offered the finalized list must be completed within 20 working days of the initial selection of the Hearing Committee and alternates by the Chair of the Faculty Appeals Board.
- 7) If a member of a Hearing Committee ceases to be a tenured, full-time member of the faculty, he or she shall be replaced from among the alternates.
- 8) If the duties of a Hearing Committee member become primarily administrative, the member shall inform the Chair of the Faculty Appeals Board. The Chair of the Faculty Appeals Board will inform all parties. The member will continue to serve unless either party objects in writing

to the Chair of the Faculty Appeals Board within five working days of receipt of notice.

- 9) The pool of three alternate members shall be maintained according to selection procedures in Section 3.15.2(c)(2). Alternate members shall attend all meetings of the Hearing Committee.



**Handling of Charges**

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**3.15.3**

- (a) Within 20 working days after the respondent has submitted the written response outlined in section 3.15.2(b), the Chair of the Faculty Appeals Board shall meet for a second pre-hearing conference with the parties involved, as appropriate, and attempt to solicit an agreement which can be put into writing in an effort to resolve the matter at this point.
- (b) If the issues cannot be resolved at this point, the complainant and respondent, with the Chair of the Faculty Appeals Board shall attempt to agree in writing upon the hearing procedures and other matters concerning the handling of the case including which issues are to be heard. In the absence of an agreement on procedures, the Chair of the Faculty Appeals Board shall determine the hearing procedures. In either case, the procedures should be finalized within 30 working days.
- (c) The parties may agree to waive a hearing and submit the case to the Hearing Committee on agreed stipulation. The Hearing Committee will then make its findings and recommendations upon evidence contained in or referred to in the stipulation within 30 working days.

**Hearing Regulations**

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**3.15.4**

The following regulations shall apply:

- (a) The parties shall have the right to attend the hearing and to be accompanied by a colleague or counsel, or by both, to advise them. The names of such advisors and/or counsel shall be provided to the Chair of the Hearing Committee at least 15 days prior to the hearing. Costs for such representation are borne by the respective parties. All hearings will be closed.
- (b) The President or his designee may attend the hearing and may have a representative or counsel, or both.
- (c) The Chair of the Hearing Committee shall serve as liaison for communication to and from the complainant or respondent and the Hearing Committee. Communications related to evidence and hearing procedures should be directed to the Chair of the Hearing Committee. Neither party shall communicate orally or in writing with individual Hearing Committee members during the hearing procedure. To ensure that information provided to the Hearing Committee by either party is part of the official documentation of the proceeding, each party is provided with a copy.

- (c) The Chair of the Hearing Committee is responsible for maintaining a full and accurate record of the proceedings. This shall consist of a tape recording, or, at the option of either party, a written transcript taken by a court reporter, and shall include copies of all exhibits, or other materials distributed at the hearing.
- (e) Either party may request a copy of the recording of the proceedings. The recording will be maintained in the Office of the Legal Counsel for a period of five years. The full cost of recording the proceedings shall be borne by the University.
- (f) The written statements of both parties, as provided in Section 3.15.2 (a) and (b) and evidence taken or considered beyond the written statements shall be heard by the entire Committee at the hearing and not beforehand.
- (g) Both parties shall have the right to present, examine, and cross-examine witnesses.
- (h) The principles of confrontation shall apply throughout the hearing.

The President's Office shall make available to the faculty member such authority as it possesses to require the presence of witnesses.

The Board of Regents of the University of Oklahoma shall not be liable for any costs whatsoever incurred by the faculty member except as set forth in this section.

- (k) The report of the Hearing Committee will be submitted to the Senior Vice President and Provost within 10 working days of the conclusion of the hearing regardless of whether the written transcript of the hearing is available.

### **Disposition of Charges**

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The President shall transmit to the University Regents the full record of the hearing and the findings and recommendations of the Hearing Committee, together with presidential recommendations. The University Regents shall come to a decision in the case based upon the materials submitted plus any additional information which it wishes to consider, or return the matter to the Hearing Committee with written directions as to how to proceed.

- (a) When the University Regents reviews the matter the principals shall have the opportunity to present written argument. Oral arguments will be presented only upon request by the University Regents.

- (b) If the University Regents chooses to return the matter to the Hearing Committee, the committee shall review the matter in light of the Regents' directions and receive new evidence or information, if necessary, and submit a final report of its findings and recommendations to the President for transmittal to the University Regents, as before. The work of the Hearing Committee is finished when the President communicates in writing the final decision of the Regents to the Chair of the Hearing Committee and the principals in the case.
- (c) The full record shall be deposited in the office of the Vice President for University Governance and Secretary of the University. Parties to the case may request copies or excerpts from the full record after the completion of the Committee's work. The costs shall be borne by the requesting party.

(Regents, 1-26-99, 12-3-02)

### DISCRIMINATION AND HARASSMENT POLICIES AND PROCEDURES      3.16

The University has a policy of internal adjudication in matters relating to alleged discrimination. Any faculty member, staff member, or student, including those on temporary or part-time status, who believes that he or she has been discriminated or retaliated against should file a complaint under the Grievance Procedure for Complaints Based Upon Discrimination, Sexual Harassment, Sexual Assault, Consensual Sexual Relationships, Retaliation or Racial and Ethnic Harassment.

Any attempt to penalize or retaliate against a person for filing a complaint or participating in the investigation of a complaint of discrimination and/or harassment will be treated as a separate and distinct violation of University policy.

(Regents, 7-22-81, 9-17-81, 9-9-82, 9-27-95, 1-14-97)

It is the also the policy of the University not to discriminate on the basis of sexual orientation.

(President, 1-7-93, 9-29-94)

**3.16.1 Policies Governing Sexual Harassment, Sexual Assault, Consensual Sexual Relationships, Retaliation, or Racial and Ethnic Harassment**

These policies, in their entirety, are contained in Appendices H through J.

**3.16.2 Grievance Procedure for Complaints Based Upon Discrimination, Sexual Harassment, Sexual Assault, Consensual Sexual Relationships, Retaliation, or Racial and Ethnic Harassment**

A. Who May Use Procedure

The grievance procedure embodied herein shall be available to any person who, at the time of the acts complained of, was employed by, was an applicant for employment, or was enrolled as a student at the University of Oklahoma.

B. FILING OF COMPLAINT

Persons who have complaints alleging discrimination based upon race, color, national origin, sex, age 40 and above, religion, disability or status as a veteran or complaints alleging sexual harassment, consensual sexual relationships, retaliation, or racial and ethnic harassment may file them in writing with the University Equal Opportunity Officer.

Complainants who exercise their right to use this procedure agree to accept its conditions as outlined below. Where multiple issues exist, (i.e. sexual harassment and violation of due process or grade appeal), the complainant must specify all of the grounds of the grievance of which the complainant should have reasonably known at the time of filing. A grievance filed under this procedure may normally not be filed under any other University grievance procedure. Depending on the nature of the issues involved, the complainant will be advised by the University Equal Opportunity Officer or his/her designee about the appropriate procedure(s) to utilize.

C. Timing of Complaint

Any complaint must be filed with the University Equal Opportunity Officer within 180 calendar days of the act of alleged discrimination or harassment. The University Equal Opportunity Officer may reasonably extend all other time periods.

D. Administrative Action

- 1) The University recognizes its obligation to address incidents of discrimination and harassment on campus when it becomes aware of their existence even if no complaints are filed, therefore, the University reserves the right to take appropriate action unilaterally under this procedure.
- 2) With respect to students, the University Vice President for Student Affairs and Dean of Students or other appropriate persons in authority may take immediate administrative or disciplinary action which is deemed necessary for the welfare or safety of the University Community. Any Norman Campus student so affected must be granted due process appropriate to the circumstance. A campus disciplinary council, in accordance with Title 13, Section 1.2, of the Student Code shall conduct any hearing involving disciplinary suspension or expulsion. Lesser administrative or disciplinary action may be appealed to the University Vice President for Student Affairs and Dean of Students. Such requests must be in writing and filed within seven calendar days following the summary action. The University Vice President for Student Affairs and Dean of Students will issue a written determination to the student within three working days following the date the request is received.
- 3) With respect to employees, upon a determination at any stage in the investigation or grievance procedure that the continued performance of either party's regular duties or University responsibilities would be inappropriate, the proper executive officer may suspend or reassign said duties or responsibilities or place the individual on leave of absence pending the completion of the investigation or grievance procedure.

E. Withdrawal of Complaint

The complainant may withdraw the complaint at any point during the investigation or prior to the adjournment of a formal hearing.

F. Confidentiality of Proceedings and Records

Investigators and members of the Hearing Panel are individually charged to preserve confidentiality with respect to any matter investigated or heard. A breach of the duty to preserve confidentiality is considered a serious offense and will subject the offender to appropriate disciplinary action. Parties and witnesses also are admonished to maintain confidentiality with regard to these proceedings.

A. records, involving discrimination or harassment, upon disposition of a complaint, shall be transmitted to and maintained by the University Equal Opportunity Officer as confidential records except to the extent disclosure is required by law.

G. Proceedings

1) Investigation

Upon receipt of a complaint, the University Equal Opportunity Officer is empowered to investigate the charge, to interview the parties and others, and to gather any pertinent evidence. The investigation should be completed within 60 calendar days of receipt of the complaint, or as soon as practical. If a time period is extended for more than 10 calendar days, the University Equal Opportunity Officer will provide written or oral notice of reason for extension to all parties involved. The investigator shall prepare a record of the investigation.

In arriving at a determination of a policy violation, at any stage of the proceedings, the evidence as a whole and the totality of the circumstances and the context in which the alleged incident(s) occurred shall be considered. The determination will be made from the facts on a case by case basis.

Upon completion of the investigation, the University Equal Opportunity Officer is authorized to take the following actions:

(a) Satisfactory Resolution

Resolve the matter to the satisfaction of the University and both the complainant and the respondent. If a resolution satisfactory to the University and both parties is reached through the efforts of the University Equal Opportunity Officer, he or she shall prepare a written statement indicating the resolution. At that time the investigation and the record thereof shall be closed.

(b) Dismissal

Find that no policy violation occurred and dismiss the complaint, giving written notice of said dismissal to each party involved. Within 15 calendar days of the date of the notice of dismissal, the complainant may appeal said dismissal in writing to the University Equal Opportunity Officer by requesting a hearing according to the provisions of Section G.2. If no appeal is filed within the 15 calendar day period, the case is considered closed.

(c) Determination of Impropriety

- (1) Make a finding of impropriety and notify the parties of the action to be taken. Either party has the right to appeal said determination in writing within 15 calendar days of the date of notice of determination to the University Equal Opportunity Officer by requesting a hearing according to the provisions of Section G.2. If no appeal is filed within the 15 calendar day period, the case is considered closed.
- (2) In the case of a complaint against a faculty member, the administrative investigator may determine that the evidence is sufficiently clear and serious so as to warrant the immediate commencement of formal proceedings as provided in the Abrogation of Tenure, Dismissal Before Expiration of a Tenure-Track or Consecutive Term Appointment, and Severe Sanctions section of the *Faculty Handbook*. If the President concurs with the administrator's finding, the case may be removed at the option of the accused from the grievance proceedings contained herein and further action in the case shall be governed by the Abrogation of Tenure, Dismissal Before Expiration of a Tenure-Track or Consecutive Term Appointment, and Severe Sanctions section in the *Faculty Handbook*. Otherwise, this policy and procedure shall apply.

2) Hearing

(a) Request for a Hearing

- (1) Appeals and complaints unresolved following an investigation may result in a hearing before a hearing panel selected from the membership of the Committee on Discrimination and Harassment as described below. For the Norman Campus, faculty versus faculty grievances with multiple issues are heard by the Faculty

Appeals Board. The request for a hearing is to be addressed to the University Equal Opportunity Officer.

- (2) The request for a hearing must contain the particular facts upon which the policy violation allegation is based as well as the identity of the appropriate respondent(s). A copy of the request shall be given to the proper respondent(s) by the University Equal Opportunity Officer.
- (3) Written response to the request for a formal hearing must be sent to the University Equal Opportunity Officer within 10 calendar days of receiving notice that a formal hearing has been requested. A copy of the response shall be given to the party requesting the hearing.

(b) Selection of a Hearing Panel

Within 10 calendar days following receipt of the written request for a hearing, the University Equal Opportunity Officer shall initiate the process to determine the members of the Hearing Panel.

A five-member hearing panel will be chosen by the parties to the complaint from: on the Health Sciences Center (including Tulsa), the twenty-four member Committee on Discrimination and Harassment; and on the Norman Campus, from the sixteen member Committee on Discrimination and/or the fifty member Faculty Appeals Board.

A Committee on Discrimination and Harassment shall be established on each campus and composed of: on the Health Sciences Center, eight staff members, eight students, and eight faculty members; and on the Norman Campus, eight staff members and eight student members, with faculty representation being selected from the Faculty Appeals Board. On the Norman Campus, five staff will be appointed by the Staff Senate and five students will be appointed by UOSA; the President will appoint three staff and three students. At the Health Sciences Center, eight faculty will be appointed by the Faculty Senate, eight staff members appointed by the Staff Senate, and eight students by the Student Government Association. The terms of appointment shall be for three years with initial terms of 1, 2, and 3 years in each category to provide the staggered membership, except that each student shall be appointed for a one year term.



The selection process shall be in the following manner: the complainant and the respondent alternately select two names each from the pool. Those selected choose a fifth name from the pool to serve as chair. If the four panelists cannot agree on the fifth, the names of five additional Committee members will be drawn by lottery. Each panelist will strike one name off the list of five names. The remaining person shall be the fifth panelist. Either party to the complaint may ask the University Equal Opportunity Officer to disqualify any member of the Hearing Panel upon a showing of cause. Furthermore, no panelist shall be expected to serve if he/she feels that a conflict of interest exists. Replacements shall be selected in the same manner as the original panel.

(c) Pre-Hearing Conference

Within 10 calendar days of receiving notification, or as soon as practical, the Chair shall convene the Hearing Panel for an informal discussion of the grievance and a decision as to whether there exist adequate grounds for a hearing. The parties involved and the University Equal Opportunity Officer shall be present during the informal discussion. Prior to the informal discussion, the University Equal Opportunity Officer shall conduct an orientation. Each panel member shall be given a copy of the written complaint, the request for a hearing, and the written response. No witnesses or evidence will be heard.

At all meetings, each party may be accompanied by an adviser. In the event that a party chooses to be advised by an attorney he/she may do so at his/her expense. If an adviser is used, the name of the person so assisting must be furnished to the Panel and the other party 10 calendar days in advance of the pre-hearing conference. Advisers may advise their clients at the pre-hearing conference but may not directly address the Hearing Panel.

If the Panel decides at its pre-hearing conference that there is no basis for a hearing, it shall report the determination in writing to the proper executive officer with a copy to the President and the University Equal Opportunity Officer. The Executive Officer shall render his or her decision on the matter in writing to each of the parties involved in the informal proceedings.

(d) Hearing Guidelines

The panel shall be convened by the University Equal Opportunity Officer for further orientation prior to the formal hearing. Each panel member shall be given a copy of the Hearing Guidelines.

The hearing panel procedures in conducting a hearing shall be established with reference to the Hearing Guidelines and shall provide that the parties may present all of the evidence that they consider germane to the determination. Further, the parties may call witnesses to testify and may cross-examine witnesses called by the other party.

The hearing shall be closed unless all principals in the case agree to an open hearing. Audio tape recordings of the proceedings shall be arranged by the Chair of the Hearing Panel and paid for by the University. Transcripts may be charged to the requesting party. In cases of alleged sexual assault on students, the accuser and the accused are entitled to the same opportunities to have others present during a campus disciplinary proceeding and both shall be informed of the outcome of the proceeding.

After the pre-hearing conference, if a party wishes to have an adviser present at any stage of the hearing he/she must notify the Hearing Panel Chair and other party(ies) that an adviser has been retained at least 10 calendar days in advance of the scheduled hearing. Advisers may advise their clients at the hearing but may not directly address the Hearing Panel or witnesses, except as required for student disciplinary hearings leading to suspension or expulsion.

The Chair of the Hearing Panel shall notify the parties of the date, time and location of the hearing. Parties are responsible for giving such notice to their witnesses. The hearing shall be scheduled to reasonably ensure that the complainant, respondent, and essential witnesses are able to participate.

Upon request Legal Counsel may serve as an adviser to the Hearing Panel.

(e) Satisfactory Resolution Prior to Hearing Completion

In the event the matter is resolved to the satisfaction of all parties prior to completion of the hearing, a written statement shall indicate the agreement recommended by the parties and shall be signed and dated by each party and by the Chair of the Hearing Panel. The recommendation will be referred to the appropriate Executive Officer for final determination.

(f) Panel's Findings and Recommendations

In the event that no solution satisfactory to the parties is reached prior to the completion of the hearing, the Panel shall make its findings and recommendations known to the proper executive officer, with copies to the President of the University and the University Equal Opportunity Officer. The Panel's report, with its findings and recommendations, shall be prepared and properly transmitted within seven (7) calendar days after conclusion of the hearing.

(g) Executive Officer's Decision

Within 15 calendar days of receipt of the Hearing Panel's findings and recommendations, the proper executive officer shall inform the complainant and the respondent of the findings of the Hearing Panel and the officer's decision. A copy of the officer's decision shall be transmitted to the Chair of the Hearing Panel, with copies to the President of the University and the University Equal Opportunity Officer. In a case investigated initially by an administrator, the administrator also shall be informed of the officer's decision. In the event the allegations are not substantiated, reasonable steps in consultation with the accused may be taken to restore that person's reputation.

(h) Appeal to the President

The Executive Officer's decision may be appealed to the President within 15 calendar days of being notified of prospective action or of action taken, whichever is earlier. If the President does not act to change the decision

of the Executive Officer within 15 calendar days of receiving the appeal, the decision of the Executive Officer shall become final under the executive authority of the President.

To contact the University Office of Equal Opportunity:

NORMAN CAMPUS

HEALTH SCIENCES CENTER CAMPUS

ROOM 102, EVANS HALL

ROOM 113, SERVICE CENTER BUILDING

325-3546

271-2110

(Regents, 9-27-95, 1-14-97, 1-26-99)

3.17

POST-DOCTORAL FELLOW GRIEVANCE PROCEDURE

Although post-doctoral fellows are University employees, they are at the University primarily to receive additional education. Therefore, even though they are generally appointed for one year at a time, the University, through its designated officials, retains the right to evaluate the academic qualifications, performance, professional conduct, and suitability for promotion, continued education and certification of post-doctoral fellows receiving education at the University.

Because of the post-doctoral fellows positions as employees who are also receiving education, any grievance brought by a fellow regarding his or her rights as a fellow or any allegation of wrongful administrative action resulting in probation, suspension, or dismissal and termination of post-doctoral education shall be brought under this policy. All grievances must be started within thirty days of the time the fellow knew or should have known of the decision or situation that is the subject of the grievance.

In the event a fellow has a grievance, the following steps shall be followed:

- 1) The fellow shall discuss the grievance with his or her supervisor or program director and

attempt to resolve the issue within the program.

- 2) If the fellow is not satisfied with the program's decision on the issue, he may request a meeting with the Assistant or Associate Dean in charge of post-doctoral fellows in the College in which the fellow is assigned through submission of a written grievance within ten days of beginning the attempt to resolve the issue with the supervisor or program director.
- 3) The Assistant/Associate Dean shall investigate the written grievance.
- 4) The Assistant/Associate Dean shall attempt to arbitrate the grievance. If the matter cannot be resolved, the fellow may within seven days of receipt of the notification that the Assistant/Associate Dean was unable to resolve the issue request a hearing before the Post-Doctoral Fellow Appeals Committee. This request shall be written and submitted to the Dean of the College in which the fellow is assigned.
- 5) The Dean shall convene an ~~ad-hoc~~ *ad hoc* Post-Doctoral Fellow Appeals Committee to consider the fellow's grievance.
- 6) The Post-Doctoral Fellow Appeals Committee shall consist of six members: three selected from the faculty and three selected from among the fellows in the College where the fellow is assigned. The Dean of the College shall appoint the membership. The Assistant/Associate Dean shall serve *ex officio*.

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**Charge:** The Committee may hear an appeal by a fellow who, (1) thinks he or she has been unfairly evaluated by a program or that his or her rights as a fellow have been abrogated, and (2) has been unable to resolve the matter in conference with the program director and the Assistant/Associate Dean. While the responsibility for evaluations rests with the program, the primary responsibility of the Committee is to mediate or adjudicate disputes which have not been satisfactorily resolved at the program level in order to protect both fellows and faculty from arbitrary and capricious decisions.

- 7) The Post-Doctoral Fellows Appeals Committee shall hear the grievance. The fellow may bring any person(s) whom he or she thinks will be able to contribute to his or her presentation to the Committee. The Post-Doctoral Fellow Appeals Committee hearing will be recorded. The fellow may be advised at his or her own expense by legal counsel, if desired. The fellow must notify the Committee Chairman at least seven days before the hearing if legal counsel will be present. If the fellow is accompanied by legal counsel at the hearing or at any steps where the

resident and a University official meet, University Legal Counsel shall also be present. Neither counsel for the fellow nor for the University may directly address the Committee in any hearing except in answer to a specific question by a committee member. The Committee shall determine the procedure and conduct of the hearing incorporating the basic principles of due process.

- 8) If after the Committee hearing the parties fail to achieve a mutually satisfactory settlement, the Committee will render a written report containing findings of fact and recommendations regarding the dispute in question to the Dean for his consideration.
- 9) The Dean of the College shall review the hearing proceedings and the report of the appeals committee and render a final decision regarding the grievance and take appropriate action. Any fellow about whom the Committee makes an adverse recommendation to the Dean will have the opportunity to talk with the Dean before the Dean makes a final decision.
- 10) There is no appeal beyond the Dean.

(Regents, 12-4-92, 12-3-02 (end HSC text))

## –2.5—FACULTY HONORS

### 2.5.1—DISTINGUISHED PROFESSORSHIPS

Recipients of distinguished professorships are deemed to have achieved unusual distinction in teaching and guidance of students, research, or service teaching; research and creative/ and scholarly activity; and professional and University service; and public outreach. The University awards the following distinguished professorships:

- David Ross Boyd Professorships
- George Lynn Cross Research Professorships
- Presidential Professorships
- Regents' Professorships

All nominations shall be made known to the Board of Regents at least 20 days prior to the time that nominees' names appear on an agenda for action. (RM, 5-12-66, p. 8524; amended 5-11-78, p. 14958; 9-26-95, p. 24589)

The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policy pertaining to the awarding of distinguished professorships. The specific provisions proscribing the policy and procedures for awarding these distinguished professorships are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents' policy in a Faculty Handbook must be made through action of the Board of Regents.

*(The following red text will be included in both both the Norman Campus and the Health Sciences Center and HSC Campus Faculty Handbooks. Health Sciences Center Faculty Handbook text appears in green text.)*

#### DAVID ROSS BOYD PROFESSORSHIPS

##### Criteria for Selection

To qualify for a David Ross Boyd Professorship, a faculty member must have consistently demonstrated outstanding teaching, guidance, and leadership for students in an academic discipline or in an

interdisciplinary program within the University. Among more specific criteria which may be considered are the degree to which the candidate:

- establishes, communicates, and fulfills appropriate course and program goals;
- utilizes formats and techniques that are appropriate to the students served;
- measures student performance appropriately and fairly;
- establishes relationships with students that facilitate mutual respect and communication;
- stimulates an intellectual inquisitiveness and communicates methods of pursuing that inquiry;
- brings about change in students' knowledge, motives, and attitudes;
- fosters the professional development of colleagues and serves as a model for colleagues and students; and contributes to the success of students.

#### Nomination Procedure

**Initiation** - The Senior Vice President and Provosts will solicit recommendations for the professorship by September and announce appropriate schedules for processing the nominations.

**Recommendations** - Any academic unit may submit to the college dean the name of one tenured faculty member with the rank of professor. The recommending unit will be responsible for assembling the supporting documentation. The dean of the college will review the recommendations and add his or her comments to the recommendation(s) considered to be most worthy. The dean will submit all the recommendations and supporting documentation to their Office of the Senior Vice President and Provost. The Senior Vice President and Provosts will forward these materials to the University Council on Faculty Awards and Honors.

**Supporting Documentation** - Recommendations are to be accompanied by specific evidence that the nominee meets the criteria for selection. Whenever possible, surveys of representative groups of present and former students should be made and reported.

#### Selection Procedure

**Review** - The Council on Faculty Awards and Honors shall recommend to the President, through the Senior Vice President and Provosts, only those nominated faculty considered by the Council to be most highly qualified and most deserving of being awarded the David Ross Boyd Professorship. The Council also shall transmit all substantiating materials pertaining to all nominees.

**Selection** - The Senior Vice Presidents and Provosts will review the nominees from the respective campuses and forward their recommendations, along with all nominations and all substantiating materials pertaining to all nominees, to the President, who will make recommendations to the Board of Regents.

#### Perquisites

In the year of designation as a David Ross Boyd Professor, the person receiving the award will receive a one-time cash award of \$6,000 and a permanent salary increase of \$6,000 starting in the subsequent fiscal year. Persons named David Ross Boyd Professors on or after Spring 1996 are not eligible for consideration as Presidential Professors. On the Norman Campus, Each year, the Senior Vice President



and the Provost, in consultation with the Director of the Instructional Development Program, ~~will have~~ shall establish a fund from which David Ross Boyd Professors, who are involved in full time teaching, can request support for their instructional activities.

#### Term of the Award

The term of a David Ross Boyd Professor is continuous until retirement. (RM, 5-11-78, pp. 14955-6; 3-15-89, p. 20938; 6-27-95, p. 24480; 9-26-95, p. 24594)

### GEORGE LYNN CROSS RESEARCH PROFESSORSHIPS

#### Criteria for Selection

To qualify for a George Lynn Cross Research Professorship, a faculty member must have demonstrated outstanding leadership over a period of years in his or her field of learning or creative activity and have been recognized by peers for distinguished contributions to knowledge or distinguished creative work.

#### Nomination Procedure

Initiation - The Senior Vice Presidents and Provosts will solicit recommendations for the professorship by September and announce appropriate schedules for processing the nominations.

Recommendations - Any academic unit may submit to the appropriate Vice President for Research the name of any tenured faculty member with the rank of professor who is deemed to meet the criteria for selection. The Vice President for Research will request that the appropriate academic unit chair/director and college dean review and comment on those recommendations.

Supporting Documentation - Recommendations are to be accompanied by specific indications that the person being recommended meets the criteria for selection. The appropriate Vice President for Research, consulting with knowledgeable persons both within and outside the University, will develop a list of external evaluators to aid in the review process. The specific procedures for evaluating those being recommended will be developed by the Vice Presidents for Research in consultation with the appropriate Research Council.

Evaluations - The Vice President for Research will present to the appropriate Research Council all nominations with the supporting documentation and the comments of the academic unit chair/director and college dean. In addition, the Vice President for Research will present to the Council the external evaluations and his/her own evaluation.

#### Selection Procedure

Final Nomination - The Research Council shall recommend to the President, through the appropriate Senior Vice President and Provost, all those nominated faculty deemed by the Council to fully meet the criteria for selection as George Lynn Cross Research Professors. The Council also shall transmit all substantiating materials pertaining to all nominees. The Council on Faculty Awards and Honors will be informed of those recommended by the Research Council.

**Selection - The Senior Vice Presidents and Provosts will review the nominees and forward their recommendations, along with all nominations and all substantiating materials pertaining to all nominees, to the President, who will make the recommendations to the Board of Regents.**

### Perquisites

In the year of designation as a George Lynn Cross Research Professor, the person receiving the professorship will receive a one-time cash award of \$6,000 and a permanent salary increase of \$6,000 starting in the subsequent fiscal year. Persons named George Lynn Cross Research Professors on or after Spring 1996 are not eligible for consideration as Presidential Professors. On the Norman Campus Each year, the appropriate Vice President for Research, in consultation with the Research Council, ~~will have~~ shall establish a fund from which only George Lynn Cross Research Professors can request support for their scholarly and creative activities.

### Term of the Award

The term of a George Lynn Cross Research Professor is continuous until retirement. (RM, 5-11-78, pp. 14956-7; 3-15-89, p. 20938; 6-27-95, p. 24481; 9-26-95, p. 24589)

## PRESIDENTIAL PROFESSORSHIPS

### Criteria for Selection

Presidential Professors are those faculty members who excel in all their professional activities and who relate those activities to the students they teach and mentor. These professors inspire their students, mentor their undergraduate and/or graduate students in the process of research and creative/scholarly activity within their discipline, and exemplify to their students (both past and present) and to their colleagues (both at ~~OU~~ the University and within their disciplines nationwide) the ideals of a scholar through their endeavors in ~~teaching, research/creative activity, and service~~ teaching; research; and creative and / scholarly activity; and professional and University service; and public outreach.

To support this charge, nomination materials will include:

1. The nominee's mini-vita and faculty evaluations for the previous three years (or since beginning at ~~OU~~ the University) and the nominee's complete vita.
2. A narrative assessment (no more than 5 double-spaced pages) of:
  - A. The impact of the nominee's research and creative activity on his/her students.
  - B. The nominee's contribution to the undergraduate instructional enterprise including such examples as:
    - (1) The effectiveness of lower-division and upper-division undergraduate courses developed and taught by the nominee.
    - (2) The extent of the nominee's involvement with undergraduates in advising and mentoring within the academic discipline. This could include the quantity and quality of the independent study enrollments (3990, 4990, 3960, 3980, etc.), Undergraduate Research Opportunities Program (UROP) and Undergraduate Research Day (URD) sponsorships, Research Experience for Undergraduates (REU) sponsorships, placement of undergraduates in quality graduate programs, number of academic advisees,

and the sponsorship of academic clubs or academic honoraries.

(3) The extent of the nominee's involvement with the planning and review of the undergraduate program within the academic unit. This could include chairing an undergraduate studies or program committee that undertook major changes in the undergraduate program or other leadership roles within the academic unit, college, or ~~at~~ University that resulted in an updated and improved undergraduate program.

(4) The extent of the nominee's involvement with undergraduates through University-wide programs such as the freshman Gateway course, freshman seminars, the residence hall adopt-a-faculty program, or other programs outside the classroom.

A. The nominee's contribution to the graduate instructional enterprise, including such examples as:

(1) The effectiveness of graduate courses developed and taught by the nominee.

(2) The extent of the nominee's advising and mentoring involvement with graduate students within the academic discipline. This could include numbers of theses and dissertation supervised, publications co-authored with graduate students, graduate students supported through external grants and contracts, and the job placement of the nominee's graduate students.

The extent of the nominee's involvement with the planning and review of the graduate program within academic unit. This could include chairing a graduate studies or program committee that undertook major changes in the graduate program or other leadership roles within the academic unit, college, or ~~at~~ University-University that resulted in an updated and improved graduate program.

B. Up to five letters from among current undergraduates or alumni, current or former graduate students, ~~OU~~ University colleagues, or colleagues within the nominee's academic discipline from other campuses. Among all these letters, there should be commentary attesting to the nominee's ability to excel in all professional activities and relate those activities to the students they teach and mentor. However, any one reference is unlikely to be able to attest to all aspects of a nominee's professional activities.

#### Selection Committee

The Norman Campus selection committee will be chaired by the Senior Vice President and Provost and the Vice President for Research, who serve as non-voting members. Thirteen members of the selection committee will be chosen as follows:

The President will select six faculty and three academic administrators from among current members on the Research Council, University Council on Faculty Awards and Honors ~~B-Norman Campus~~ members,<sup>4</sup> and Deans' Council. In the initial year, three appointees will be asked to serve a one-year term, three appointees will be asked to serve a two-year term, and three appointees will be asked to serve a three-year term.

<sup>4</sup> Does not make sense

The President will also select two faculty at-large from the Norman eCampus tenure-track and tenured faculty to serve. In the initial year, one will be asked to serve a one-year term, and the other a two-year term.

The President will also select two distinguished outside individuals to serve. In the initial year, one will be asked to serve a one-year term, and the other a two-year term.

In subsequent years, the selection committee will be composed of six faculty and three academic administrators serving three-year staggered terms, two faculty-at-large serving two-year staggered terms, and two outside individuals serving two year staggered terms.

Any faculty members who are nominees must recuse themselves from the selection committee during that particular year; and the President will replace them so as to maintain the composition of the selection committee.

#### Selection Procedure

Initiation - ~~Beginning with the 1995-96 academic year.~~ ~~The President's Office -- in conjunction with the Senior Vice President and Provost of the Norman Campus and the Senior Vice President and Provost of the Health Sciences Center --~~ (a) will review the number of vacant Presidential Professorships, (b) will hold three vacancies each year for recruitment leverage, and (c) will issue a call for nominations by September 30. Separate selection committees will be constituted on the Norman and Health Sciences Center campuses.

Nominations - Nominations should be prepared by ~~C~~chairs, ~~D~~directors, and Committee A, or other faculty groups and forwarded to both the appropriate ~~D~~dean and the Senior Vice President and Provost. Self-nominations will not be accepted. Deans will forward the nominations with their own comments to their campus Senior Vice President and Provost. Each Senior Vice President and Provost will convene ~~their~~ his/her campus' selection committee.

The Selection eCommittees' selections for the Presidential Professors must be forwarded by February 15 to the President's Office along with all nominations and all substantiating materials pertaining to all nominees. The President will make recommendations to the ~~OU~~ Board of Regents during the March Board of Regents meeting.

The final selections will be announced for Norman Campus at the annual Faculty ~~Tribute Day Luncheon~~ in April Award Ceremony and for the HSC at the Spring ~~General~~ Regular Faculty Meeting.

#### Perquisites

The Professorship is awarded for a four year term. Assistant and Associate Professors receive \$5,000 per year and Professors receive \$10,000 per year. To be eligible for funding in any given year, a faculty member must be considered as a full-time continuing member of ~~The University of Oklahoma~~ faculty.

Decisions regarding merit increases in base faculty salary in the academic year will be made independently of faculty status as a Presidential Professor.

Presidential Professors will be given the option each year of receiving the professorship funding as: a (taxable) salary supplement plus associated fringe benefits; paid in two installments, one in the ~~F~~fall semester and one in the ~~S~~spring semester, or as a summer salary; or

a faculty development grant within their departmental 122-7XXX account for use in travel, graduate student stipends, instructional enhancement, and research development; or

a combination of (1) and (2).

**Term of Award**

The Professorship is granted for a four-year term with the faculty member receiving the funding each year based on their faculty rank. (RM, 9-26-95, p. 24589) ~~HYPERLINK~~

**REGENTS' PROFESSORSHIPS**

**Criteria for Selection**

To qualify for a Regents' Professorship, a faculty member must have rendered outstanding service to the ~~University~~, to the academic community; or to an academic or professional discipline; through extraordinary achievement in academic administration or professional service.

**Nomination and Selection Procedures**

Nominees for Regents' Professorships shall be presented to the Board of Regents by the President ~~of the University~~ after conferring with the Chairman of the ~~University~~ Board of Regents, the Chair of the appropriate Faculty Senate, and the University Council on Faculty Awards and Honors.

Recommendations for the appointment may be made to the President ~~of the University~~ by any academic unit, administrative officer, or ~~by any~~ faculty member, but such recommendations are not required.

**Perquisites**

In the year of designation as a Regents' Professor, the person receiving the award will receive a one-time cash award of up to \$6,000 and a permanent salary increase of the same amount starting in the subsequent fiscal year. Persons named Regents' Professors on or after ~~S~~spring 1996 are not eligible for consideration as Presidential Professors.

**Term of the Award**

The term of a Regents' Professorship is continuous until retirement. (RM, 5-11-78, pp. 14957-8; 3-15-89, p. 20938; 9-26-95, p. 24594)

2.5.2—FACULTY AWARDS

The University of Oklahoma recognizes outstanding ~~teaching, research and creative activity, and professional and University service~~ teaching, research, and creative/and scholarly activity; and professional and University service; and public outreach by its faculty by presenting several annual awards to deserving nominees. Some awards (including the AMOCO Foundation Good Teaching Award and Merrick Teaching Award) are privately funded, and criteria and method of selection are set forth in joint University-donor contracts.

2.5.3—REGENTS' AWARDS

The Regents' Award is an annual University-funded award that may be given for superior accomplishment in any of the following: ~~teaching, research and creative activity, and professional and university service~~ teaching; research and creative and/scholarly activity; and professional and University service; and public outreach.

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CRITERIA FOR SELECTION

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Substantiating data should relate directly to the individual's effectiveness in the award area for which he or she is under consideration (~~teaching, research and creative activity, or service~~ teaching; research and creative/and scholarly activity; and professional and University service; and public outreach). The data should be derived from as many as possible of the following sources of evaluation: faculty colleagues, undergraduate and graduate students, alumni, departmental chairs, and Committees A and/or personnel committees, ~~and as well as~~ from off-campus sources where appropriate.

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NOMINATION PROCEDURE

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The Senior Vice Presidents and Provosts will solicit recommendations for the awards during the fall semester and announce appropriate schedules for processing the nominations.

An academic unit may submit no more than a total of two names for all the Regents' Awards. The name of each person recommended for nomination by the academic unit should be supported by substantiating statements as described under Criteria For Selection. The suggested nominations and supporting information are to be sent to the dean of the academic unit. The dean will transmit to the appropriate Senior Vice President and Provost names of nominees and all substantiating data and will append, for each nominee, his/her own statement of endorsement. The Vice President for Research from each campus shall share in the evaluation of nominees for the Regents' Award for Superior Research and Creative/Scholarly Activity. The Council on Faculty Awards and Honors will consider the nominations and make its recommendations through the Senior Vice Presidents and Provosts to the President.

**SELECTION PROCEDURE**

The Council on Faculty Awards and Honors shall consider only the formal nominations. The Council may seek additional data about the nominees from such sources as seem appropriate.

The Council shall recommend to the President, through the Senior Vice President and Provosts, as many as nine faculty members for the awards, with the understanding the majority of the awards will be given for Superior Teaching. The Council also shall transmit all substantiating materials pertaining to all nominees. The Senior Vice President and Provosts will review the nominees and forward their recommendations, along with all substantiating materials, to the President, who will make recommendations to the Board of Regents for consideration.

The final selection of the recipients will be made by the OU Board of Regents.

**ANNOUNCEMENT**

The recipients of the Regents' Award for Superior Teaching, Regents' Award for Superior Research Creative/Scholarly Activity, and Regents' Award for Superior Professional and University Service ~~Public Outreach~~ will be announced by the Board of Regents at spring meetings of the faculty.

**PERQUISITES**

Each award will consist of affixing the recipient's name to a permanent plaque in a prominent and suitable location; and a cash award of \$2,000. A certificate suitable for framing will be presented to the recipient. (RM, 5-11-78, pp. 14958-60; amended 9-11-86, pp. 19214-5; 6-27-95, p. 24478)

**2.5.4—COLLEGE AWARDS FOR FACULTY AND STAFF**

Colleges that wish to ~~use private funds to~~ give faculty or staff merit awards for outstanding performance ~~using private funds~~ must secure the Senior Vice President and Provost's approval of the selection procedure and the amount of awards prior to any advertising or announcement. As a general rule, awards are given once a year and are limited to less than 10 percent of the recipient's salary. Annual deadlines will be established for the submission of criteria and awards. Announcements of recipients will not be made until the President has approved the annual recommendation. These awards will be made from absolutely unrestricted funds or funds designated specifically for faculty/staff awards. Recipients will be issued an IRS Form 1099 with the payment from ~~The OU~~ University of Oklahoma Foundation. (RM, 12-19-90, p. 22154; 3-7-91, pp. 22266-67)



## 2.6—GENERAL ACADEMIC ISSUES

### 2.6.1—DENIAL OF ADMISSION

~~Any persons may be denied admission to the University if, in the opinion of the administration, his presence would constitute a clear and present danger to persons and property within the University community.~~

Any person who is otherwise academically qualified, meets all University admissions requirements and who is denied admission for this any reason may appeal that denial by requesting a hearing before the Committee on Academic Regulations within 15 University business days of postmark. The Committee shall proceed as quickly as possible to hear the matter so that one who has been wrongfully denied admission will not be prejudiced in his ability to perform the academic work required of him in that semester. (RM, 4-12-73, pp. 12125-26)

### 2.6.2—ACADEMIC APPEALS BOARDS- NORMAN CAMPUS

In each college of the University there shall be established an Academic Appeals Board consisting of an equal number of students and faculty. Faculty members of the Board will be chosen by the faculty of the college for a term determined by the faculty. Student members of the Board will be appointed for a term of one year by the dean of the college upon recommendations from the UOUSA Student President.

(The text below appears in the Norman Campus faculty and student handbooks.)

The responsibility for academic evaluations of students rests with the faculty. If a student feels wrongfully and unfairly treated by an instructor and if he or she is unable to resolve the matter in conference with the instructor or the departmental chair/director of the academic unit, an appeal may be made with the Academic Appeals Board of the college offering the course. Any thesis and dissertation appeals shall be heard by the Graduate College appeals board.<sup>5</sup>

The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in these powers and duties is the governance of all policy pertaining to academic appeals boards. The specific provisions proscribing academic appeals boards are set forth in the Norman Campus and HSC Faculty Handbooks. Any modification to a Regents policy in the above referenced documents must be made through action of the Board of Regents.

<sup>5</sup> This policy is also in Section 5. See our full review there. Include only one place.

*(The red text below should appear in both the Norman Campus and HSC Faculty Handbooks, the Student Handbook of the HSC, and the Student Code of Responsibility and Conduct for the Norman Campus/bluegreen)*

Each Academic Appeals Board will hear cases in which the issue to be resolved is that of prejudiced or capricious evaluation, or alleged inability to speak the English language ~~in~~ to the extent necessary to adequately instruct students.

Except for those cases which arise in the College of Law, the following procedures shall apply. (For the procedures in the College of Law, refer to the College of Law Code of Academic Responsibility)

An Academic Appeals Board will hear a case only after a the student has notified an instructor of a dispute over an academic evaluation and after the student has made an unsuccessful attempt to resolve differences with the instructor, if necessary in consultation with the department chair. In cases of end-of-term evaluations, a student must notify an instructor of a dispute over an academic evaluation and must attempt to resolve differences no later than February 15 for the previous fall semester or winter intersession, and no later than September 15 in cases of end-of-term evaluations for the previous spring semester, spring intersession, or summer ~~session~~ term. In cases of an evaluation made known to a student ~~during~~ during the term, the student must notify an instructor of a dispute over an academic evaluation and must attempt to resolve differences no later than 15 calendar days (excluding Saturdays, Sundays, and University holidays from classes) after the results of evaluation are made known to the student. If a student fails to notify an instructor or fails to attempt resolution within the appropriate time limit, the ~~Academic Appeals~~ Academic Appeals Board shall deny any request for a hearing on the claim unless, in the view of the Academic Appeals Board, the student has been prevented from complying with the appropriate time limit (as, for example, in the case of a student being called into military service).

The filing of a written request for a hearing on a claim before the appropriate Academic Appeals Board shall be within 10 calendar days (excluding Saturdays, Sundays, and University holidays from classes) following the day when the attempts at resolution in paragraph (1) above are completed. The Academic Appeals Board shall deny any request for a hearing on a claim which does not meet this deadline unless, in the view of the Academic Appeals ~~b~~Board, exceptional circumstances exist whereby the student is prevented from filing the claim. Furthermore, if in the judgment of the Academic Appeals Board, the case is deemed to be without merit or has already been satisfactorily resolved in the department, the Academic Appeals Board may refuse ~~the student a hearing to~~ hear the matter .

To avoid a jurisdictional impasse, the appeal shall be heard by the Academic Appeals Board in the undergraduate college in which both the course and the instructor are located. Any thesis and dissertation appeals shall be heard by the Graduate College Appeals Board.

It shall be the primary function of ~~a~~ the Academic Appeals Board to adjudicate disputes which have not been satisfactorily resolved on the department level.

Each Academic Appeals Board shall be given the responsibility of establishing its own rules of procedure. Such rules as it establishes must be consistent with the full protection of the rights of all parties involved.

Meetings of ~~the~~ Academic Appeals Board ~~may~~ shall be confidential and closed to the public except as otherwise permitted by law and agreed to by all parties.

Decisions of the Academic Appeals Board shall be communicated in writing to the Academic Appeals Board's dean, the student's dean, the student, and the instructor. The Academic Appeals Board's decisions shall be final and shall be implemented unless either the student or the instructor makes written appeal to the Executive Committee (or comparable body) of the degree-recommending college within 10 calendar days (excluding Saturdays, Sundays, or University holidays from classes) after being notified of the Academic Appeals Board's decision. The decision of the Executive Committee (or comparable body) shall be final and shall be implemented unless either the student or the instructor makes written appeal to the faculty of the degree-recommending college within 10 calendar days (excluding Saturdays, Sundays, or University holidays from classes) after being notified of the Executive Committee's decision. In the case of an appeal to the faculty of the degree-recommending college, the faculty's decision shall be final and shall be implemented. The faculty of a degree-recommending college, however, may delegate ~~their~~ its authority to consider appeals under this policy to the Executive Committee (or equivalent body) of the degree-recommending college, in which case the decisions of the Executive Committee shall be final and shall be implemented without appeal to the faculty. Revisions to this policy shall be reviewed by the Faculty Senates and the Student Code Revision Committee. (RN, 7-23-87, pp. 19840-43) (end NC text)

~~Revisions to this policy shall be reviewed by the Faculty Senates and the Student Code Revision Committee. (RN, 7-23-87, pp. 19840-43)~~

(The text below appears in the Health Sciences Faculty Handbook.)

#### 4.17

#### ACADEMIC APPEALS BOARDS

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All academic appeals must be handled according to the following process:

The responsibility for academic evaluations of students rests with the faculty. If a student feels he or she has received a prejudiced or capricious evaluation by an instructor, and if he or she is unable to resolve the matter in conference with the instructor or the departmental chair, an appeal may be made to the appeals Board of the college offering the course. Any thesis and dissertation appeals shall be heard by the Graduate College Appeals Board.

In each college of the University, there shall be established an Academic Appeals Board consisting of an equal number of students and faculty. Faculty members of the board will be chosen by the faculty of the college for a term determined by the faculty. Student members of the Board will be appointed for a term of one year by the dean of the college upon recommendations from the college student association president.

- (a) It shall be the primary function of a Board to adjudicate disputes which have not been satisfactorily resolved at the department level.
- (b) A Board will hear a case only after a student has notified an instructor of a dispute over an academic evaluation and after the student has made an unsuccessful attempt to resolve differences with the instructor, if necessary in consultation with the departmental chair. In cases of end-of-term evaluations, a student must notify an instructor of a dispute over an academic evaluation and must attempt to resolve differences no later than February 15 for the previous fall semester or winter intersession; and no later than September 15 in cases of end-of-term evaluations for the previous spring semester, spring intersession, or summer term.

In cases of an evaluation made known to a student during the term, the student must notify an instructor of a dispute over an academic evaluation and must attempt to resolve differences no later than 15 calendar days (excluding Saturdays, Sundays, and University holidays from classes) after the results of the evaluation are made known to the student. If a student fails to notify an instructor or fails to attempt resolution within the appropriate time limit, the Board shall deny any request for a hearing on the claim unless, in the view of the Board, the student has been prevented from complying with the appropriate time limit (as, for example, in the case of a student being called into military service).

- (c) The filing of a written request for a hearing on a claim before the appropriate Academic Appeals Board shall be within 10 calendar days (excluding Saturdays, Sundays, and University holidays from classes) following the day when the attempts at resolution in paragraph (b) above are completed. The Board shall deny any request for a hearing on a claim that does not meet this deadline unless, in the view of the Board, exceptional circumstances exist whereby the student is

prevented from filing the claim. Furthermore, if in the judgment of the Board, the case is deemed to be without merit or already has been satisfactorily resolved in the department, the Board may refuse the student a hearing.

(d) Each Board shall be given the responsibility of establishing its own rules of procedure. Such rules as it establishes must be consistent with the full protection of the rights of all parties involved.

(e) Meetings of a Board may be closed to the public.

(f) If a Board fails to achieve a settlement mutually satisfactory to the parties involved, it will recommend a means of settling the dispute to the executive committee (or comparable body) of the college, where final disposition of the case will be made.

(Regents, 6-19-96, 1-26-99, 12-3-02) (end HSC text)

## 2.6.3—STUDENT ACADEMIC INTEGRITY

Academic integrity means honesty and responsibility in scholarship. The basic assumptions regarding student academic work at the University of Oklahoma are:

- a) Students attend the University of Oklahoma in order to learn and grow intellectually.
- b) Academic assignments exist for the sake of this goal and grades exist to show how fully the goal is attained.
- c) A student's academic work and grades should result from the student's own effort to learn and grow. Academic work completed any other way is pointless, and grades obtained any other way are fraudulent.

Academic integrity means understanding and respecting these basic truths, without which no University can exist. Academic misconduct violates the assumptions at the heart of all learning. It destroys the mutual trust and respect that should exist between student and professor. Academic misconduct is unfair to students who earn their grades honestly.

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**ACADEMIC MISCONDUCT CODE** —NORMAN CAMPUS

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Academic misconduct includes (a) cheating (using unauthorized materials, information, or study aids in any academic exercise or on national board examination), plagiarism, falsification of records, unauthorized possession of examinations, intimidation, and any and all other actions that may improperly affect the evaluation of a student's academic performance or achievement; (b) assisting others in any such act; or (c) attempts to engage in such acts.

**GENERAL PROVISIONS**

**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.

**DEFINITIONS****ACADEMIC MISCONDUCT**

Any act which improperly affects the evaluation of a student's academic performance or achievement, including but not limited to the following:

- a) Cheating: the use of unauthorized materials, methods, or information in any academic exercise, including improper collaboration;
- b) Plagiarism: the representation of the words or ideas of another as one's own, including:
  - 1) Direct quotation without both attribution and indication that the material is being directly quoted, e.g. quotation marks;
  - 2) Paraphrase without attribution;
  - 3) Paraphrase with or without attribution where the wording of the original remains substantially intact and is represented as the author's own;
  - 4) Expression in one's own words, but without attribution, of ideas, arguments, lines of reasoning, facts, processes, or other products of the intellect where such material is learned from the work of another and is not part of the general fund of common academic knowledge;
- c) Fabrication: the falsification or invention of any information or citation in an academic exercise;
- d) Fraud: the falsification, forgery, or misrepresentation of academic work, including the resubmission of work performed for one class for credit in another class without the informed permission of the second instructor; or the falsification, forgery or misrepresentation of other academic or medical records or documents, including admissions materials ~~and~~ transcripts and patient records; 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.



**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.

**ACADEMIC MISCONDUCT BOARDS (5.1)**

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~~ *ad hoc* AMB members. This includes forming *ad hoc* AMBs during the summer months terms in order to assure timely review of cases. 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 AMB in administrative matters, such as scheduling of cases, providing notification of hearings and decisions, and maintenance ~~and~~ keeping of records.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in these powers and duties is the governance of all policy pertaining to the academic misconduct code. The specific provisions proscribing the academic misconduct code are set forth in the Norman Campus and HSC Faculty Handbooks, the Student Code of Responsibility and Conduct, and the Student Handbook of the HSC. Any modification to a Regents' policy in the above referenced documents must be made through action of the Board of Regents.~~

*(The red text below should appear in both the Norman Campus Faculty Handbook, and the Student Code of Responsibility and Conduct for the Norman Campus)*

1. General Provisions<sup>6</sup>**ACADEMIC MISCONDUCT CODE, NORMAN CAMPUS (EXCLUDING LAW)****1. GENERAL PROVISIONS****1.1 BASIC PRINCIPLE OF HONESTY**

<sup>6</sup> This is not the current AMC for the Norman Campus, so it was not reviewed again.

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. The following terms illustrate but do not delimit or define academic misconduct:

(a) Cheating: the use of unauthorized materials, methods, or information in any academic exercise, including improper collaboration;

(b) Plagiarism: the representation of the words or ideas of another as one's own, including:

(1) direct quotation without both attribution and indication that the material is being directly quoted, e.g. quotation marks;

(2)- paraphrase without attribution;

(3) paraphrase with or without attribution where the wording of the original remains substantially intact and is represented as the author's own;

(4) expression in one's own words, but without attribution, of ideas, arguments, lines of reasoning, facts, processes, or other products of the intellect where such material is learned from the work of another and is not part of the general fund of common academic knowledge;

(c) Fabrication: the falsification or invention of any information or citation in an academic exercise;

(d) Fraud: the falsification, forgery, or misrepresentation of academic work, including the resubmission of work performed for one class for credit in another class without the informed permission of the second instructor; or the falsification, forgery or misrepresentation of other academic records or documents, including admissions materials and transcripts; or the communication of false or misleading statements to obtain academic advantage or to avoid academic penalty;

(e) Destruction, misappropriation or unauthorized possession of University property or the property of another;

(f) Bribery or intimidation;

(g) Assisting others in any act proscribed by this Code; or

(h) Attempting to engage in such acts.

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 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.

## 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.

#### 2.4 NOTIFICATION OF THE CAMPUS JUDICIAL COORDINATOR

All complaints shall be made in writing, ordinarily within fifteen regular class days of discovery, 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.

### 3 NOTICE TO THE STUDENT

#### 3.1 NOTIFYING THE STUDENT

Ordinarily within 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.

##### 3.1.1 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.

##### 3.1.2 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.

#### 3.2 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 § 4.1.

#### 3.3 DEFAULT

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

#### 4 CONTINUED ENROLLMENT PENDING RESOLUTION

A student may continue his or her regular enrollment in the University pending administrative resolution of misconduct allegations. However, while a question of academic misconduct exists, a student may not graduate or receive a transcript without approval of the 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 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.

### 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~~ *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 ADMONITIONSRecords shall be maintained as follows:

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

7.7 DETERMINATION OF DISCIPLINARY SANCTION AND ITS IMPLEMENTATIONIt 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 PROCEDURES8.1 GROUNDS FOR APPEALThe 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.

APPEAL PROCEDURES

Appeals based on procedural irregularities or new evidence shall be made in writing to the Senior Vice President and Provost within 30 regular class days of the decision of the AMB as to the facts. 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

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.

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.

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(Regents, 6-9-98)

*(The ~~green~~ text below should appear in both the HSC Campus Faculty Handbook, and the ~~S~~student ~~H~~handbook ~~C~~ode of the HSC)*

## NOTIFICATION OF CHARGE



### Notification of Dean

Notification of the dean shall be in writing with a brief description of the evidence and shall be made within ten University business days after discovery of the incident, exclusive of University breaks or academic intersessions.

If the incident is discovered in a particular course, the faculty member must fail the student on the examination or paper and notify his or her dean of the incident as well as the student's dean if different.

For other incidents including discovery of the misconduct by other personnel (e.g., academic records) or reported to those personnel by a student or other person or if no particular class is involved (e.g., submission of falsified records), the student's dean shall be notified.

### Notification of the Student

The student's dean shall initiate academic misconduct code procedures against the student. The dean shall notify the student of the charge of academic misconduct, describing the alleged act, and the grade penalty determined by the instructor, if a course is involved, in writing by serving the student in person or by certified mail, return receipt requested. The dean shall simultaneously send notification to the Vice Provost of Educational Services for Academic Affairs

### CONFERENCE WITH VICE PROVOST OF EDUCATIONAL SERVICES FOR ACADEMIC AFFAIRS

Within five University business days of the date of service, the student shall contact the Vice Provost of Educational Services for Academic Affairs and schedule a conference to discuss the matter.

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

At the conference between the student and the Vice Provost of Educational Services for Academic Affairs, the Vice Provost of Educational Services shall describe the academic misconduct process, possible sanctions, and the student's right (a) to a hearing with adequate notice; (b) to be represented by an attorney at the student's expense, in which case the University reserves the right to be represented by University Legal Counsel; and (c) to refrain from discussing the matter or from making any statement regarding the matter. At the conclusion of the conference, the student may:

**Deny the Charges** — If the student denies the charges and wishes a hearing to contest them, the student must submit a written request for such a hearing to the Vice Provost of Educational Services within five University business days of the conference. Failure to do so 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.

**Admit the Charges** — If the student admits to the charges at this time or denies the charges but fails to submit a request for a hearing, the Vice Provost of Educational Services will inform the student's dean and the dean of the college offering the course. The grade penalty shall be confirmed, and the student's dean shall make his or her decision regarding further sanctions, if any. Provided, however, that if the student admits to the charges but wants to confer with the dean or to submit a written statement concerning extenuating circumstances affecting disciplinary sanctions, the student may do so only within five days of the date of admission of the charge. Failure to do so within the five days will result in the dean making his or her decision without such information.

Nothing in this policy is intended to preclude the student from discussing the incident with the person initiating the charge, if that person agrees. Such a meeting should be scheduled after the conference between the student and Vice Provost of Educational Services for Academic Affairs. Any such meeting shall not extend the period of time for requesting a hearing.

The person initiating the charge of academic misconduct may withdraw the charge at any time by sending written notice to the student's dean. The dean shall inform, in writing, the Vice Provost of Educational Services and others involved that the charge has been withdrawn and, at his or her discretion, may terminate the case.

## HEARING

### 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 AMB shall be determined by the dean on an *ad hoc* basis from a pool of ten faculty and ten students. The faculty members for the pool shall be determined by the faculty of the college. Student members shall be appointed or selected from nominations submitted by appropriate student organizations. Terms of service shall begin September 1 and end August 31 except that, if a hearing is in progress at this time, any retiring member shall be continued on the board until the case in progress is closed.

The dean of the college shall appoint an additional faculty member who shall be nonvoting to chair the AMB and to be responsible for the board's administrative matters, including scheduling of cases, notification of hearings and decisions, and maintenance of records.

### Selection of AMB to Hear the Appeal

In a case in which a hearing has been requested, the facts of the case shall be determined by the AMB of the student's college.

### Scope of Hearing

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 the alleged act.

The Board will also hear any evidence and argument by the parties concerning extenuating circumstances that may affect decisions about what disciplinary actions might be imposed and may make recommendations to the dean concerning disciplinary sanctions. (See section on Disciplinary Actions.)

### Hearing Procedures

(a) Each AMB shall establish the procedures to be followed for the hearing.

(b) Prior to the hearing each party shall furnish to the other party a list of witnesses to be called at the hearing.

(c) Students who elect to have legal counsel representation at the hearing shall furnish the name of such counsel, when identified, to the Dean and the chair of the AMB.

(d) Written notification of a hearing must be distributed to the parties involved at least five University business days in advance of the hearing date, and shall 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 hearing;

(4) A brief factual statement of the charges and issues involved.

(5) Names of AMB members and a statement that parties have a right to challenge any member no later than 5 days prior to the hearing.

~~The student should have an opportunity to respond in writing to the allegation.~~

(e) Students who fail to appear after proper notice will be deemed to have plead guilty to the charges against them.

(f) Hearings shall be closed to the public and shall be confidential

(g) Hearings shall be tape recorded or transcribed.

Witnesses shall be asked to affirm that their testimony is truthful.

(i) The burden of proof shall be upon the college complainant, which must establish the guilt of the respondent by a preponderance of the evidence.

(j) Prospective witnesses other than the complainant and the student are excluded from the hearing during the testimony of other witnesses. All parties, witnesses, and the public shall be excluded during AMB deliberations.

(k) Formal rules of evidence shall not be applicable in these proceedings. The presiding officer of each board shall give effect to the privileges recognized by law. See the Oklahoma Administrative Procedures Act, Section 310.

(l) The AMB shall not receive or consider arguments about the legality of any provision under which a charge has been brought or the legality of the procedures under which the hearing is proceeding. Such questions should be presented in writing to the Senior Vice President and Provost.

(m) Principals in the case shall have reasonable opportunity to question witnesses and present information and argument deemed relevant by the board.

Final decisions of all AMB's concerning guilt or innocence and recommendations to the dean regarding sanctions shall be by majority vote of the members present and voting. The final report shall contain a written statement setting forth findings of fact, the decision on each of the charges, and may contain recommendations for disciplinary sanctions with the reasoning behind these recommendations. A majority report may be filed.

#### Findings of AMB

If the AMB finds that the facts do not support the allegations, the charges will be dismissed. The chair of the AMB shall transmit the decision in writing to the student's dean, the dean of the college offering the course, if different, and the Vice Provost of ~~Educational Services for Academic Affairs~~ within five University business days of the conclusion of the hearing. The dean shall notify the student in writing of the decision of the AMB within ten University business days after receiving the AMB decision. The matter is then ended, and the grade is changed appropriately. The AMB record of the case shall be destroyed by the chair of the AMB 20 days after transmittal of the decision.

If the AMB finds that the facts support the allegations against the student, the student shall be found guilty, and the AMB may recommend disciplinary sanctions. The AMB's decision and recommendations must be transmitted to the appropriate deans and the Vice Provost of ~~Educational Services for Academic Affairs~~ in writing within five University business days of the conclusion of the hearing. The record of the hearing will be forwarded to the student's dean by the chair of the AMB within ten University business days after receiving them, excluding University breaks and academic intersessions. The student's dean shall notify the student in writing of the ~~decision findings~~ and recommendations of the AMB and of the dean's decision. 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 to other parties who have a legitimate need to know of the action. Implementation of the appropriate action or disciplinary sanction by the dean shall end the process.

## DISCIPLINARY ACTIONS

## Grade Penalties

An instructor who concludes that a student has engaged in, or is engaging in, academic misconduct must fail the student on the examination or paper and may set additional penalties to the extent of denying credit in the course. The instructor's grade sanctions will not become final until the student is found guilty by the AMB, defaults, or admits the charges. The dean has the responsibility to confirm that the appropriate grade is recorded on official student records.

Additional Disciplinary Sanctions

~~The disciplinary sanctions noted below may be recommended.~~ The AMB may recommend disciplinary sanctions including but not limited to those noted below:

(a) 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 Office of the Vice Provost of Educational Services for Academic Affairs. Copies of the letter of censure shall be provided to the student, the Vice Provost of ~~Educational Services~~, Academic Affairs, the appropriate deans, and the instructor.

Limited Notation Suspension - Suspension from classes and other privileges for a period of not less than one semester or more than one calendar year. During this period, the student will not be allowed to earn credits for transfer to ~~the University of Oklahoma 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.~~ University of Oklahoma transcript and shall not be acceptable transfer credit at ~~the University of Oklahoma of Oklahoma~~. A notation of suspension for academic misconduct shall be made on the student's transcript. 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 student's college is responsible for ~~removing~~ notifying the Registrar to remove the notation.

(c) Permanent Notation Suspension - Suspension from classes and other privileges for a period of not less than one semester or more than one calendar year. During this period, the student will not be allowed to earn credits for transfer to ~~the University of Oklahoma 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.~~ University of Oklahoma transcript and shall not be accepted as transfer credit at ~~The University of Oklahoma~~. A permanent notation of suspension for academic misconduct shall be made on the student's transcript.

(d) Expulsion - Termination of student status for an indefinite period, intended to be permanent. A notation of expulsion for academic misconduct shall be made on the student's transcript. Such notation shall be permanent. A student may be reinstated after expulsion, if recommended by the student's dean after a complete reconsideration of the student's case.

### DETERMINATION OF DISCIPLINARY SANCTION

The student's dean shall determine the appropriate disciplinary sanction. The dean may consider the evidence in the record regarding extenuating circumstances and may request additional information prior to making his or her decision.

~~The student's dean 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. Implementation of the appropriate action or disciplinary sanction by the dean shall end the process.~~

### APPEALS

Decisions regarding the facts and the disciplinary action shall be final and not appealable within the University, unless (1) manifest procedural irregularities effectively denied the student a fair hearing; (2) new and significant evidence becomes available which could not have been discovered by a reasonably diligent student before or during the original hearing; or (3) probable inequity exists in the disposition of the matter. Such appeals must be made within ten days of the time such grounds for the appeal are discovered or should have been discovered.

Appeals 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 according to procedures he deems appropriate.

Harmless deviations from prescribed procedures may not be used to invalidate the decision or proceeding. Technical departures from these procedures and errors in their application 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.

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. (RM 4-12-84, pp. 17883-89) (Regents 6-9-98, 1-26-99, 1-3-02) (end HSC text)

2.6.4—DEGREES GRANTED BY THE OKLAHOMA STATE REGENTS FOR HIGHER EDUCATION

Pursuant to the Oklahoma State Constitution, ~~The~~ Oklahoma State Regents for Higher Education shall grant degrees and other forms of academic recognition for completion of the prescribed courses in all state educational institutions. ~~(Constitution of Oklahoma, section 2, article XIII A, O.S. 1971, Title 70, Section 3206, Oklahoma State Regents Policy Manual II 2-39)~~

**CERTIFICATES AND DIPLOMAS**

~~15. All certificates may bear the Seal or Coat of Arms of the University, and all diplomas awarded on the achievement of a degree shall bear the Seals of the University and of the Oklahoma State Regents for Higher Education. In issuing diplomas or certificates for whatever purpose, the University and all of its divisions shall conform to the following specifications stipulated by the Oklahoma State Regents of Higher Education and endorsed by which have the authority of the Board of Regents of the University of Oklahoma:~~

**DIPLOMAS**

~~3. The diplomas of the University, for any and all degrees, may be changed only on recommendation of the President of the University and with the approval of the University Board of Regents and of the Oklahoma State Regents for Higher Education.~~

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the endorsement of all OSRHE policy pertaining to diplomas and credit certificates. The specific provisions proscribing the issuing of diplomas and credit certificates are set forth in [?? Guidelines of the Office of Academic Records, OU General Catalog] of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents~~

~~6. Degrees achieved with honors, pursuant to University and/or State legislation, shall be recognized by diplomas attesting the character of such honors and their relative degree.~~

~~17. Multiple Degrees; Late Application C Two degrees are not to be conferred on a student at the same commencement, unless the requirements for both degrees have been completed since the last commencement. In that case, two degrees may be conferred on a student by special permission of the faculty or faculties concerned.~~

~~18. If a student does not apply for a degree when the requirements for the degree are complete and does not apply for this degree later, the degree may be conferred by special permission of the faculty as of the year when the requirements were actually completed. When the degree is dated as of a previous year, an extra approved charge will be assessed in addition to all other fees required for graduation.~~



~~19. Duplicate Diplomas: The University of Oklahoma will issue a duplicate diploma when an original has been mutilated, provided the original diploma is returned to the Office of Admissions and Records.~~

The University will issue a duplicate diploma when the original diploma has been lost or destroyed, provided the recipient presents evidence in affidavit form that the original diploma has been lost or destroyed.

The University will issue a duplicate diploma under a change of name, provided the recipient presents a court order attesting the legal name change, and the original diploma is returned to the Office of Admissions and Records or an affidavit is filed to the effect that the original diploma has been lost or destroyed, and the student's official educational record is changed accordingly.

Duplicate diplomas will be printed in the format and typography of the University's current diplomas, carrying current signatures, but bearing the original date of conferral and carrying the following notation printed in a single line directly below the seals and signatures: "Reissued by the University on \_\_\_\_\_, ~~1920~~, in lieu of the diploma originally given under the above date." Duplicate diplomas will conform in size to those currently being issued by the University. Duplicate diplomas will be ordered at a time other than when the University is ordering diplomas for current graduates. An approved charge will be made for a duplicate diploma, ~~and the request for the duplicate diploma must be submitted in writing, together with the approved fee charged for the duplicate diploma,~~ to the Office of Admissions and Records prior to the University's ordering the diploma.

Because of the importance diplomas play professionally in the disciplines associated with the Health Sciences Center, it will be understood that the Health Sciences Center will, when it is able to do so, supply diplomas as identical as possible to the original diploma and, when that is not possible, will use the regulations above. (RM, 6-15-35, p. 546; 10-8-64, p. 7963; 11-9-67, p. 9164; 5-14-70, p. 10338; 6-14-79, p. 15572; 10-16-85, p. 18615; 11-14-91, p. 22658; 1-28-98, p. 25759)

#### Posthumous Degrees

Section II-2-41 of the Oklahoma State Regents for Education Policy Manual authorizes the granting of posthumous degrees. Such degrees shall generally be unearned, nonacademic degrees recognizing the meritorious but incomplete earned work of a deceased student. In general, the student to whom a posthumous degree is to be awarded should have been a senior with ninety or more earned credit hours. Requests to confer a posthumous degree must be approved by the faculty, dean, Senior Vice President and Provost, and University of Oklahoma Board of Regents before being forwarded for consideration by the Oklahoma State Regents for Higher Education. Such requests are considered on a case-by-case basis.

**EVALUATION PROCEDURE:** Students are required to attend all prescribed units of instruction. Tardiness and absenteeism will not be permitted. Students will be required to make up any training missed. Students will be allowed to make up only one class session.

For successful completion of the training course, students are required to obtain an 85% or higher grade for each examination within the course. Oral testing is NOT allowed. **Students will only be allowed to make up one failed unit exam.**

**GRADING SCALE:**

90 - 100	= A
80 - 89	= B
70 - 79	= C
65 - 69	= D
64 and below	= F

**CLASSROOM/SAFETY PROCEDURE:**

1. No food, drink or tobacco in the classroom.
2. Always keep chairs flat on the floor
3. Watch for dangerous situations and practice common safety procedures

**INSTRUCTIONAL MATERIALS:** Pens/pencils, paper, textbook available at Great Plains Technology Center Bookstore.

**BIBLIOGRAPHY:** Private Security Training, Phase I, Basic Student Edition, Oklahoma State Department of Vocational and Technical Education Curriculum and Instructional Materials Center under the direction of the Oklahoma Council of Law Enforcement Education and Training (CLEET).

**Course Schedule**

<b>DATE</b>	<b>DAY</b>	<b>TIMES</b>	<b>UNITS/S</b>
1/29/03	Wednesday	6:00-7:00 7:00-9:00 9:00-10:00	Administrative Duties Unit I Unit II
02/03/03	Monday	6:00-7:00 7:00-9:00 9:00-10:00	Test Unit I Unit II Continued Unit III
02/05/03	Wednesday	6:00-7:00 7:00-8:00 8:00-10:00	Test Unit II Unit III Continued Unit IV
02/10/03	Monday	6:00-8:00 8:00-10:00	Test Unit III Unit V
02/12/03	Wednesday	6:00-8:00 8:00-10:00	Test Unit IV Unit VI

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02/17/03	Monday	6:00-8:00 8:00-10:00	Test Unit V Unit VI Continued
02/19/03	Wednesday	6:00-8:00 8:00-10:00	Test Unit VI Makeup

## COURSE OF STUDY

**SCHOOL:** Great Plains Technology Center

**DEPARTMENT:** Adult Career Development

**INSTRUCTOR:** John Whittington

**COURSE TITLE:** Security Guard Phase II

**COURSE LENGTH:** 24 Hours

**CREDITS:** Student Transcript upon request, upon completion of course

**PREREQUISITES:** None

**COURSE DESCRIPTION:** This phase of security training is specifically related to the tasks of unarmed security guards. Students will receive instruction in public relations, performing fixed post duties, patrolling and investigation of security incidents. Security guard license applicants must successfully complete Phase 1 –“Basic” and Phase 2 – “Security Guard” before receiving a security guard license.

**COURSE GOAL:** To provide the student with instruction specifically related to the tasks of unarmed security guards.

**COURSE OBJECTIVES:** To have a full understanding of the course content.

**COURSE CONTENT OUTLINE:** This phase of security training is specifically related to the tasks of unarmed security guards. Students will receive instruction in the following areas:

UNIT I: Public Relations

UNIT II: Performing fixed Post Duties

UNIT III: Patrolling

Unit IV: Investigating Security Incidents

**EVALUATION PROCEDURE:** Students are required to attend all prescribed units of instruction. Tardiness and absenteeism will not be permitted. Students will be required to make up any training missed. **Students will be allowed to make up only one class session.** For successful completion of the training course, students are required to obtain an 85% or higher for each examination within the course. Oral testing is NOT allowed. **Students will only be allowed to make up one failed unit exam.**

**GRADING SCALE:**

90 - 100	= A
80 - 89	= B
70 - 79	= C
65 - 69	= D
64 and below	= F

**CLASSROOM/SAFETY PROCEDURE:**

1. No food, drink or tobacco in the classroom
2. Always keep chairs flat on the floor
3. Watch for dangerous situations and practice common safety procedures

**INSTRUCTIONAL MATERIALS:** Pens/pencils, paper, and textbook available at Great Plains Technology Center Bookstore.

**BIBLIOGRAPHY:** Private Security Training, Phase II, Security Guard Student Edition, Oklahoma State Development of Vocational and Technical Education Curriculum and Instructional Materials Center under the direction of Oklahoma Council on Law Enforcement and Training (CLEET).

**CLASS SCHEDULE**

<b><u>DATE</u></b>	<b><u>DAY</u></b>	<b><u>TIMES</u></b>	<b><u>UNIT/S</u></b>
March 5, 2003	Wednesday	6:00-7:00 7:00-10:00	Administrative Duties Unit I
March 10, 2003	Monday	6:00-7:00 7:00-10:00	Unit I (Continue) Unit II
March 12, 2003	Wednesday	6:00-7:00  8:00-10:00	Test-Unit I Unit II (Continue) Unit III
March 17, 2003	Monday		NO CLASS
March 19, 2003	Wednesday		NO CLASS
March 24, 2003	Monday	6:00-9:00  9:00-10:00	Test-Unit II Unit III (Continue) Unit IV
March 26, 2003	Wednesday	6:00-9:00  9:00-10:00	Test-Unit III Unit IV (Continue) Make-up
March 31, 2003	Monday	6:00-10:00	Test-Unit IV Make-up

## COURSE OF STUDY

**SCHOOL:** Great Plains Technology Center

**DEPARTMENT:** Adult Career Development

**INSTRUCTOR:** John Whittington

**COURSE TITLE:** Security Guard - Phase III - Private Investigator

**COURSE LENGTH:** 40 Hours

**CREDITS:** Student Transcript upon request, upon completion of course

**PREREQUISITES:** None

**COURSE DESCRIPTION:** Instruction covers responsibilities to clients, interpreting laws of private investigations, complying with the Fair Credit Reporting Act, conducting investigations/surveillance and locating and communicating information. Private investigator license applicants must successfully complete Phase 1 – “Basic”, and Phase 3 – “Private Investigator” before receiving a private investigator license. Private investigators, who wish to be licensed as an armed security guard, must successfully complete all phases of private security training, unless training is waived through experience, or credit is granted for comparable training.

**COURSE GOAL:** To provide the student with instruction specifically related to the tasks of private investigators.

**COURSE OBJECTIVES:** To have a full understanding of the course content.

**COURSE CONTENT OUTLINE:** This phase of security training is specifically related to the tasks of private investigators. Students will receive instruction in the following areas:

- UNIT I: Understanding Responsibilities to Clients
- UNIT II: Interpreting Laws of Private Investigations
- UNIT III: Complying with the Fair Credit Reporting Act
- UNIT IV: Conducting Investigations and Surveillance
- UNIT V: Locating and Communicating Information

**EVALUATION PROCEDURE:** Students are required to attend all prescribed units of instruction. Tardiness and absenteeism will not be permitted. Students will be required to make up any training missed. Students will be allowed to make up only one class session. For successful completion of the training course, students are required to obtain an 85% or higher grade for each examination within the course. Oral testing is NOT allowed. **Students will only be allowed to make up one failed unit exam.**

**GRADING SCALE:**

90 - 100	= A
80 - 89	= B
70 - 79	= C
65 - 69	= D
64 and below	= F

**CLASSROOM/SAFETY PROCEDURE:**

1. No food, drink or tobacco in the classroom
2. Always keep chairs flat on the floor
3. Watch for dangerous situations and practice common safety procedures

**INSTRUCTIONAL MATERIALS:** Pens/pencils, paper, textbook available at Great Plains Technology Center Bookstore.

**BIBLIOGRAPHY:** Private Security Training, Phase III, Private Investigator Student Edition, Oklahoma State Department of Vocational and Technical Education Curriculum and Instructional Materials Center under the direction of Oklahoma Council of Law Enforcement and Training (CLEET).

**CLASS SCHEDULE**

<b><u>DATE</u></b>	<b><u>DAY</u></b>	<b><u>TIMES</u></b>	<b><u>UNITS</u></b>
April 9, 2003	Wednesday	6:00-7:00 7:00-10:00	Administrative Duties Unit I
April 14, 2003	Monday	6:00-10:00	Test Unit I Unit II
April 16, 2003	Wednesday	6:00-10:00	Test Unit II Unit III
April 23, 2003	Wednesday	6:00-10:00	Test Unit III Unit IV
April 28, 2003	Monday	6:00-10:00	Unit IV
April 30, 2003	Wednesday	6:00-10:00	Unit IV (Continued) Unit V
May 5, 2003	Monday	6:00-10:00 Unit V (Continued)	Test Unit IV

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May 7, 2003	Wednesday	6:00-10:00	Unit V (Continued)
May 12, 2003	Monday	6:00-10:00	Unit V (Continued)
May 14, 2003	Wednesday	6:00-10:00	Test Unit V Make up

Revised 02/12/03



**COURSE OF STUDY**

**SCHOOL:** Great Plains Technology Center

**DEPARTMENT:** Adult Career Development

**INSTRUCTOR:** Mark Foreman  
PAGER 580-581-7337  
WORK 580-581-3272  
RANGE 581-3255 (LPD PISTOL RANGE)

**COURSE TITLE:** Phase IV Firearms

**COURSE HOURS:** 32 Hours - 8 Classroom hours, 24 Practical hours

**CREDITS:** Student Transcript upon request, upon completion of course

**PREREQUISITES:** CPI test results must be on file at Great Plains Technology Center before enrolling in Phase IV.

**COURSE DESCRIPTION:** This course gives instruction and familiarization in the care, handling, and firing of revolvers and shotguns. Instruction will cover safety, revolver nomenclature and maintenance, inspecting revolvers and holsters, fundamentals of revolver shooting, legal issues and deadly force, range procedures and tower commands, revolver qualifications, shotgun nomenclature and maintenance, fundamentals of shotgun shooting and shotgun familiarization. Students will furnish their own weapons. Specifications on weapons requirements will be provided, upon request. Armed security guard license applicants must successfully complete phase 1-"Basic", phase 2-"Security Guard", and phase 4-"Firearms" before receiving an armed security guard license. The California Psychology Inventory (CPI) test results must be on file with Great Plains Technology Center BEFORE enrolling in Phase 4. The CPI Test is sent to a psychologist in Norman, OK (allow 2 - 3 weeks for results).

**COURSE GOALS:** CLEET Certification of Firearms Qualification.

**COURSE OBJECTIVES:** Student should attend all training, pass the written examination, and fire qualifying score with a pistol (70%).

**COURSE CONTENT OUTLINE:** This phase of security training (FIREARMS) is specifically related to ARMED SECURITY AND PRIVATE INVESTIGATIONS. Students will receive instruction in the following areas:

- Unit I : Safety
- Unit II : Nomenclature & Maintenance
- Unit III : Fundamentals of Marksmanship
- Unit IV : Handgun Handling Skills
- Unit V : Handgun Presentations/Shooting Positions
- Unit VI : Range Procedures/Tower Commands/Courses of Fire
- Unit VII : Legal Issues

**EVALUATION PROCEDURE:**

1. Students are required to attend all prescribed units of instruction. Tardiness and Absenteeism will not be permitted. There will not be an opportunity to make up missed sessions during this Phase. Students will be required to make up any training missed with another class at a later date.
2. A multiple choice Safety Test covers the information presented in Unit I and Unit IV. Each student must achieve a score of at least eighty-five percent (85%) on the Safety Test before they will be allowed to proceed to Unit VII. (Unit VII will be instructed on the firing range).
3. For successful completion of the training course, a comprehensive firearms licensing examination will be offered by CLEET only on dates and times as specified by CLEET. The comprehensive firearms licensing examination will cover the information presented in Unit I through Unit VI of the Revolver Course and will include firearms safety as well as general knowledge.
4. Revolver Qualification: Student will be required to qualify a minimum of one time with a score of seventy percent (70%) on a designated qualification course. Students will fire a minimum of five (5) qualification courses (250 rounds).

**GRADING SCALE:**

90 - 100	= A
80 - 89	= B
70 - 79	= C
65 - 69	= D
64 and below	= F

**CLASSROOM/SAFETY PROCEDURE:**

1. No food, drink or tobacco in the classroom
2. Always keep chairs flat on the floor
3. Never insert anything foreign into any computer receptacle
4. Watch for dangerous situations and practice common safety procedures
5. Always close the computer to a "Shut down" position and turn it off before leaving each night.

**INSTRUCTIONAL MATERIALS:** Pens/pencils, paper, textbook available at Great Plains Technology Center Bookstore.

**BIBLIOGRAPHY:** : Private Security Training, Phase IV: Firearms Training Student Edition, developed by Oklahoma State Department of Vocational and Technical Education Curriculum and Instructional Materials Center under the direction of Oklahoma Council on Law Enforcement Education and Training (CLEET).

\*\*\*\*\*TAPE RECORDERS WILL NOT BE ALLOWED IN CLASS\*\*\*\*\*  
**CLASS SCHEDULE**

<u>DATE</u>	<u>DAY</u>	<u>TIME</u>	<u>UNIT</u>
2/24/03	MONDAY	6:00- 7:00	UNIT I (Safety)
		7:00- 8:00	UNIT II (Pistol Nomenclature & Maintenance)
		8:00- 9:00	UNIT III (Inspecting Pistols & Holsters)
		9:00-10:00	UNIT IV (Fundamentals of Pistol Shooting)
2/26/03	WEDNESDAY	6:00- 7:00	SAFETY TEST (Unit I)
		7:00- 9:30	UNIT V (Legal Issues & Deadly Force)
		9:30-10:00	UNIT VI (Range Procedures & Tower Commands)
3/1/03	SUNDAY	8:00-12:00	PISTOL QUALIFICATION
		12:00- 1:00	LUNCH
		1:00- 5:00	PISTOL QUALIFICATION
3/8/03	SUNDAY	8:00-12:00	PISTOL QUALIFICATION
		12:00- 1:00	LUNCH
		1:00- 5:00	PISTOL QUALIFICATION
3/15/03	SUNDAY	8:00-12:00	PISTOL QUALIFICATION
		12:00-1:00	LUNCH
		1:00- 5:00	PISTOL QUALIFICATION

**FIREARMS INSTRUCTORS**  
 Richard Briley    Jerry Howell  
 Craig Akard  
 Tommy King

**GUNSMITH**  
 Charlie Adamson

**Firearms- Phase IV**

You will be provided instruction in weapon nomenclature and inspection, shooting fundamentals, safety, 8 hours of class and 24 hours of firing range shooting. You must furnish your own pistol and ammunition. **Minimum age requirement is 21 years. Attendance during all class sessions is required.** A textbook is required. The first full day of class meets at Great Plains Technology Center. [32 hrs \$125]

**Important Prerequisite**

You must document to the school coordinator that you have completed the California Psychology Inventory [CPI] test and have had the results evaluated by a state licensed psychologist prior to the start of the firearms class. This is a CLEET requirement. The Great Plains Technology Center does administer the CPI test.

**Requirements for Shooting:**

The following are mandatory specifications for the weapon and associated equipment. Each participant must acquire items meeting these standards prior to participating in the class.

The weapon must pass a safety and function test performed by the class instructor. Any repairs can be checked by a qualified gunsmith, and must be approved and paid for by the student.

Student must provide a minimum of 500 rounds of ammunition for his weapon.

**Revolver**

- Must be Manufactured by Colt, Smith, and Wesson or Ruger or approved by chief instructor
- Must be capable of chambering and firing at least five cartridges of caliber .38 special or larger
- Must have a barrel length of 2.0" to 6"
- Must not have any external or internal modification that compromises safety

**Semi-Automatic**

- Must be Manufactured by Colt, Smith, and Wesson or Ruger or approved by chief instructor
- Must be 9mm or above
- Must have at least three magazines
- Must not have any external or internal modification that compromises safety

**THE HOLSTER**

- No cross draw, shoulder, or chest type are allowed.
- Must be a strong side belt holster without flap
- Must provide a proper fit for the pistol used.
- Must be equipped with a safety strap

**GUN BELT**

- Must be of adequate strength to carry the holster and required equipment.

**Appendix B – “Effective Teacher Workshop” Course of Study**

**GREAT PLAINS TECHNOLOGY CENTER  
COURSE OF STUDY**

**COURSE TITLE:** The Effective Teacher

**COURSE LENGTH:** 36 Hours

**INSTRUCTOR:** Bill Hill

**CREDITS:** Competency Certificate

**PREREQUISITES:** None

**COURSE DESCRIPTION**

This course covers the basics of developing, teaching, and managing classes or programs utilizing the "Minimum Criteria of Effective Teaching" concepts and practices. The course focuses on writing objectives, developing appropriate student assessments, selecting appropriate teaching methods, managing classrooms and labs, and identifying adult learning styles.

**COURSE OBJECTIVE**

Students enrolled in this program will be given the opportunity to develop the skills and attitudes needed to successfully utilize CBE instructional design concepts and teaching methodologies necessary to develop and implement a competency based training program.

**SPECIFIC OBJECTIVES**

1. Develop a Competency Profile for your ACD or selected class (rough draft).
2. Write instructional objectives for your ACD or selected class (minimum of five per class).
3. Write performance standards for a specific task.
4. Create objective based test items (one test minimum of 10 items).
5. Create a grading pattern for your ACD or selected class.
6. Develop a Course of Study for a your ACD or selected class
7. Develop a plan of instruction for your ACD or selected class
8. Develop a lesson plan for a specific lesson or a given class period.
9. List and discuss various teaching methods
10. Make a transparency and utilize an overhead projector.
11. Utilize Power Point to develop a instructional presentation.
12. Prepare and present a 15 to 30 minute lesson - Hands on skill related
13. Organize and implement an instructional filing system for a given class.
14. Develop and/or utilize a shop clean up system (if applicable).
15. Utilize an accident/incident report form.
16. Develop and/or use tool and equipment check out system (if applicable).
17. Maintain an inventory control system as it relates to a given class.

**CONTENT OUTLINE - Each session is 3 hours long**

**SESSION ONE - INTRODUCTION TO COMPETENCY BASED EDUCATION (CBE)** \_\_\_\_\_

- Overview of Competency Based Education
- Task Analysis - Occupations, Duties, Tasks

**SESSION TWO - DESIGNING OBJECTIVES** \_\_\_\_\_

- Types of objectives
- Writing instructional objectives
- Performance standards

**SESSION THREE - PREPARING TO TEACH** \_\_\_\_\_

- Instructor roles
- Course of Study development.
- Plan of instruction
- Four step instructional process
- Lesson planning

**SESSION FOUR - CHARACTERISTICS OF ADULT LEARNERS** \_\_\_\_\_

- Who our clients are
- How adults learn
- Learning styles
- Classroom environment
- Learning Styles, Education Enhancement Center
- Tour of the Instructional Services Department

**SESSION FIVE - PRESENTATIONS THAT REACH ADULTS** \_\_\_\_\_

- Teaching techniques
- Teaching methods that work
- Instructional resources

**SESSION SIX - ASSESSMENT** \_\_\_\_\_

- Grading Pattern
- Testing Plan
- Cognitive testing

**SESSION SEVEN - PERFORMANCE TESTING**

- Performance testing

**SESSION EIGHT- CLASSROOM AND SHOP MANAGEMENT** \_\_\_\_\_

- Time management
- Managing Instruction - Filing systems
- Shop safety - Negligence
- Clean up
- Inventory

**SESSION NINE- UTILIZING POWER POINT**

- Meet in room 104

**SESSION TEN- UTILIZING POWER POINT**

- Meet in room 104

**SESSION ELEVEN – UTILIZING POWER POINT**

- Meet in room 104

**SESSION TWELVE – CLASSROOM PRESENTATIONS AND CRITIQUES**

- Class presentations
- Course summary and closure
- Course evaluation

**NOTE:** a copy of the lesson plan and related handouts must be turned at start of the presentation.

**ATTENDANCE POLICY**

Students are required to attend at least 80% of the 36 class hours to receive a certificate. Any exception to the attendance policy will be based on extenuating circumstances relative to attendance, amount and quality of work actually completed, and instructor's recommendation.

**GRADING PATTERN**

**Categories of Grades:**

- Practical Applications 80%
  - Quality of assignments
  - Quality of projects
- Employability Grades 20%
  - Class participation
  - Punctuality
  - Time on task

**Grading Symbols:**

- A = 90-100
- B = 80-89
- C = 70-79
- D = 65-69
- F = 64 or below



## **REQUIRED PRACTICAL APPLICATION ASSIGNMENTS**

The following materials **MUST** be completed, submitted, and approved by Bill Hill, before a Certificate of Competency will be issued for the class. All materials must be turned in within two weeks of class completion.

1. Course of Study including:
  - \*Course Objective(s)
  - \*Course Outline
  - \*Plan of instruction
  - \*Grading Pattern
  - \*Bibliography
2. Task list for a specific class (Competency Profile)
3. A Safety Test or Safety Rules (Safety test required for all shop classes)
4. One Assessment instrument (Performance)
5. One Assessment instrument (Cognitive)
6. One overhead transparency master (your own design)
7. One lesson Plan (for a specific lesson or class period)
8. One power point presentation

## **INSTRUCTIONAL MATERIALS**

Each student will be required to furnish one 1" three ring binder. All other necessary instructional materials will be furnished.

## **BIBLIOGRAPHY**

The books listed are for reference only. They are not required for the class.

Blank, William E., **Handbook for Developing Competency- Based Training Programs**, Prentice - Hall, Inc., New Jersey, 1982

Curriculum and Instructional Materials Center, **From Surviving to Thriving. How to Teach Adults**, Oklahoma Department of Vocational and Technical Education, Oklahoma, 1994

Davies, Ivor K., **Instructional Techniques**, McGraw- Hill, New York, 1982

Mid- America Vocational Curriculum Consortium, Inc., **Competency - Based Education Professional Development Series**, Oklahoma Department of Vocational and Technical Education, Oklahoma, 1992

Shrock, Sharon A., and Coscarelli, William C. C., **Criterion - Referenced Tests**, Addison-Wesley Publishing Company Inc., Massachusetts, 1989

**Appendix C – Sample Degree Plan****Associate in Applied Science Degree in Criminal Justice (550)  
64 Semester Hours**

The Associate in Applied Science degree in Criminal Justice can be completed in two years by following the suggested plan of study listed below. The plan is based on students completing an average of 16 semester hours per semester in four semesters of residence at Cameron University. Students may complete a specialization in either Law Enforcement or Corrections.

**Fall Semester Freshman Year**

CJ	1013	Intro to CJ	3 hrs
CJ	1113	Applied Crim	3 hrs
Engl	1113	Comp I	3 hrs
Comm	1113	Speech	3 hrs
PS	1113	Govt	3 hrs

**Spring Semester Freshman Year**

CJ	1023	Community Relations	3 hrs
CJ	1033	Criminal Law	3 hrs
Engl	1123	Comp II	3 hrs
Hist	1483 or 1493		3 hrs
Hum		Humanities elective	3 hrs.
PE		PE elective	1 hr

**Fall Semester Sophomore Year  
(Law Enforcement Specialization)**

LE	2053	Meth Invest I	3 hrs
CJ	2033	Crim Proced	3 hrs
LE	2013	Intro to LE	3 hrs
SOCI	1113	Intro Soci	3 hrs
CORR	2013	Intro to Corr.	3 hrs
PE		PE elective	1 hour

**Spring Semester Sophomore Year  
(Law Enforcement Specialization)**

LE	2043	Community Polic.	3 hrs*
LE	2003	Security Concepts	3 hrs**
CIS	1013	Intro Computers	3 hrs
Gen Ed		Electives	5 hrs
		Corrections Support Course	3 hrs

**Fall Semester Sophomore Year  
(Corrections Specialization)**

CORR	2013	Intro Corr.	3 hrs
CORR	2023	Case Mgt	3 hrs
CJ	2033	Crim Proced	3 hrs
LE	2043	Comm Policing	3 hrs*
SOCI	1113	Intro Soci	3 hrs
PE		PE elective	1 hr

**Fall Semester Sophomore Year  
(Corrections Specialization)**

CORR	2003	Treatment Methods	3 hrs
CORR	2053	Community Corr.	3 hrs
CIS	1013	Intro Computers	3 hrs
LE	2003	Security Concepts	3 hrs**
Gen Ed		Electives	5 hrs

\*Successful completion of the following courses at the Great Plains Technology Center meet the requirement for LE 2043, Community Policing: Security Guard Phase II and Security Guard Phase III.

\*\*Successful completion of the following courses at the Great Plains Technology Center meet the requirement for LE 2003, Security Concepts: Security Guard Phase I and Security Guard Phase IV.

OKLAHOMA STATE REGENTS FOR HIGHER EDUCATION  
655 Research Parkway, Suite 200, Oklahoma City

Institution: Cameron University

ACADEMIC CALENDAR FOR 2004-2005

Summer Session (2004):

Semester begins (first day of classes) June 1, 2004  
Please list dates of all holidays and breaks

Semester ends (including final exams) July 26, 2004  
Commencement date (graduation ceremony) May 8, 2004

Fall Semester (2004):

Semester begins (first day of classes) August 23, 2004  
Please list dates of all holidays and breaks  
Labor Day September 6, 2004  
Fall Break October 21-22, 2004  
Thanksgiving November 24-26, 2004

Semester ends (including final exams) December 18, 2004  
Commencement date (graduation ceremony) May 7, 2005

Spring Semester (Spring 2005):

Semester begins (first day of classes) January 10, 2005  
Please list dates of all holidays and breaks  
Spring Break March 14-18, 2005

Semester ends (including final exams) May 6, 2005  
Commencement date (graduation ceremony) May 7, 2005

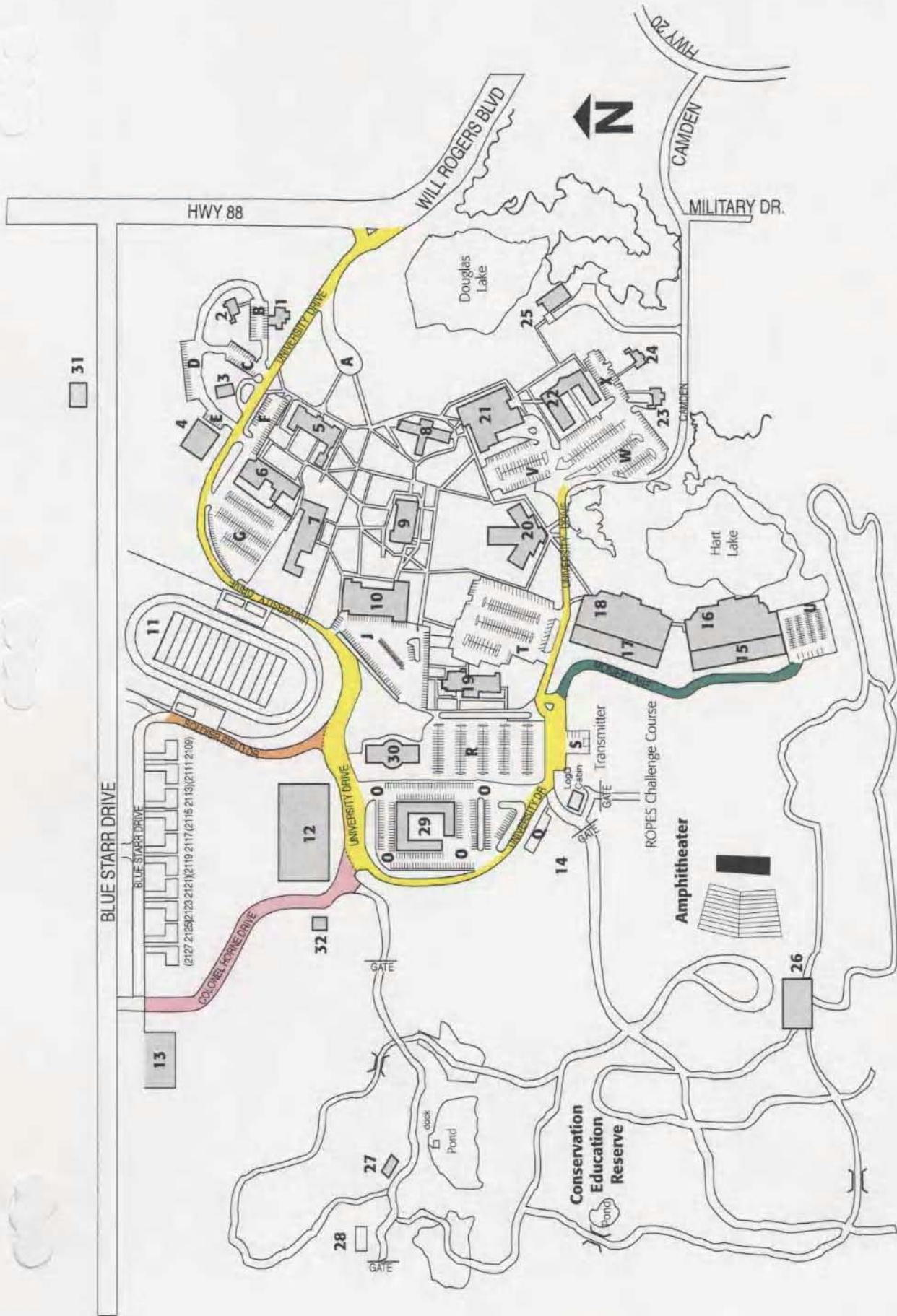
Intersessions (classes that meet between regularly scheduled semesters or that meet between spring semester and summer session or between summer session and fall semester):

	Summer 2004	Fall 2004	Spring 2005
Intersession begins	<u>Jul 30</u>	<u>Dec 20</u>	<u>May 9</u>
Intersession ends (including final exams)	<u>Aug 20</u>	<u>Jan 7</u>	<u>May 27</u>

Alternative Schedules (please describe any alternative schedules)

- A. An eight-week session within the Fall and Spring semesters.
- B. Night classes during each Summer, Fall, Spring session.
- C. A Duncan off-campus program.
- D. An Altus off-campus program.
- E. Weekend workshop courses and MBA Program.

Signature of President \_\_\_\_\_ Date



- SOLDIER FIELD ROAD
- UNIVERSITY DRIVE
- COLONEL HORNE DRIVE
- MOSIER LANE

- 25. President's House
- 26. Terra Lab
- 27. Aquatics Laboratory
- 28. Barn
- 29. RSU Student Residence Hall
- 30. Stratton Taylor Library
- 31. Baptist Campus Ministry
- 32. Ceramics Lab

- 17. Downs Hall
- 18. Health Sciences Bldg.
- 19. Loshbaugh Hall
- 20. Thunderbird Hall
- 21. Post Hall
- 22. Markham Hall/RSU-TV & RSU-FM
- 23. Staff Residence
- 24. OMA House

- 9. Will Rogers Auditorium
- 10. Bushyhead Fieldhouse
- 11. Soldier's Field
- 12. Horse Management Center
- 13. Physical Plant Offices
- 14. Conservation Reserve
- 15. Ledbetter Hall
- 16. Herrington Hall

- 1. Foundation-Alumni Center
- 2. Center for Economic and Community Development
- 3. Kiddie Kollege
- 4. Peisling Rifle Range
- 5. Preparatory Hall
- 6. Student Union/Bookstore
- 7. Baird Hall
- 8. Meyer Hall

## Rogers State University Emergency Operation Plan

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# Rogers State University Emergency Operation Plan

## The Intent

Emergency planning and response will be an evolutionary process adapting to the nature of the emergency at hand. The intent of the (EOP) Emergency Operation Plan is to define basic procedures as a guideline for response personnel. The University hopes to minimize the impacts of emergencies and to maximize the effectiveness of the campus community through increased coordination and preparedness. When responding to and recovering from major emergencies and catastrophic occurrences, this plan will provide an organizational structure for the continuity of campus operations in pursuit of the University's academic mission.

## Introduction

Response to and recovery from emergencies will be conducted within the framework of the Rogers State University Emergency Operation Plan. The plan is designed to provide effective coordination of University and community resources to protect life, preserve property, and stabilize incidents. The plan lays the foundation for the University's response to emergencies, to include: prolonged power outages, extreme weather conditions, fires, hazardous materials incidents, large scale events, and protest actions.

## Emergency Organization

Rogers State University (EOP) Organization consists of three groups:

1. Emergency Policy Executives (Appendix B)
2. Emergency Management Team (Appendix C)
3. Emergency Action Team (Appendix D)

## Emergency Policy Executives

The University President, Executive Assistance to the President, Vice President for Academic Affairs, and Vice President for Business Affairs, shall be deemed **Policy Executives** and have the authority to activate the Emergency Plan and make emergency related policy decisions.

The President (or his designee) will assume command in the event of an emergency and shall be deemed the **Executive in Charge**.

### **Emergency Management Team**

The Chief Technology Officer, Director of Campus Police, Dean of Student Affairs, Public Information Officer, and Director of the Physical Plant, and Assistant Vice President for Business Affairs, will make up the **Emergency Management Team**.

The Executive in Charge will lead this team. The team members will be responsible for their individual areas of expertise and collectively for advising the Executive in Charge. The following areas of responsibility shall be assigned to the listed University Officials:

1. Chief Technology Officer – Computer Information and Communications
2. Director of Campus Police – Police, Fire, Medical, maps and liaison
3. Dean of Student Affairs – Student Issues
4. Public Information Officer – News Media
5. Director of Physical Plant – Utilities
6. Assistant V.P. for Business Affairs – Financial and Employee Issues
7. Recorder (Administrative Assistant)

### **Emergency Action Team**

The **Emergency Action Team** will consist of RSU Campus Police officers, fire department personnel, police department personnel, Rogers County Sheriffs Deputies, Oklahoma Highway Patrol, physical plant personnel, natural gas employees, electrical power employees, ambulance personnel, medical personnel, and other various Claremore Departments as needed.

Upon notification by the Incident Commander, the action team shall proceed to an established Staging Area.

### **Incident Commander**

The Incident Commander is the direct liaison between the **Management Team** and **The Action Team**. He is the person who delivers the orders and instructions to the Action Team. He is the leader of the Action Team and (on occasion) may be required to physically move between the Command Center and the Staging Area. The Incident commander shall be the **Director of Campus Police**, and directly responsible to the Executive In Charge. Upon approval from the Executive in Charge, the Incident Commander shall determine what emergency services will be required and notify them to proceed to the Staging Area.



## **Activation of the Emergency Operation Plan**

Persons witnessing or having knowledge of an emergency/catastrophic event will call the (CPO) Campus Police Office at 343-7624. When CPO receives the report, they will evaluate and confirm the information. The Campus Police Office, or an Emergency Policy Executive, may begin activation procedures by using the **Telephone Tree** located in **Appendix A**. The notification system will allow the President and/or other available senior officers of the University listed as **Emergency Policy Executives** in **Appendix B** to activate the **Emergency Plan**.

## **Establishing the Command Center**

The primary Command Center will be the conference room (2<sup>nd</sup> floor) of Meyer Hall. If the disaster affects Meyer Hall, or Meyer Hall is inside the Containment Perimeter, the Emergency Policy Executive activating the plan shall designate an alternate Command Center. The Command Center should be located between the inner and outer perimeters.

The alternate Command Center facility should be outside the containment perimeter with consideration given to security, radio and telephone use, restroom facilities, tactical staging areas, media, and parking. A separate room will be needed for media, and press conferences. An alternate site could be the Alumni Foundation Office or the Physical Plant Office. Upon notification of Emergency Operation Plan Activation, the **Emergency Management Team**, in **Appendix C**, should proceed to the Command Center.

## **Establishing a Tactical Staging Area**

The Emergency Policy Executive activating the plan shall designate a Tactical Staging Area and response route for emergency response personnel (police, fire, and medical). The Staging Area shall be outside the containment perimeter and, if possible, out of sight of the Command Center. Examples of Staging Areas: University Physical Plant, V.A. center, Claremore Expo Center, Will Rogers Museum.

The **Emergency Action Team** in **Appendix D** should proceed to the Tactical Staging Area.

## **Incident Containment**

The Incident Commander shall establish two perimeters:

1. A Containment (Inner) Perimeter sufficient to isolate the immediate area affected by the incident. Personnel within line of sight of each other, to prevent foot traffic into or out of that area will secure that area. If the use of firearms has necessitated the emergency, this area shall be sufficient to include the killing radius (kill zone) of suspected weapons. Only emergency personnel (Police, Fire and Medical) will be allowed inside the Containment (Inner) Perimeter.
2. A second area designated as the Outer Perimeter shall be established outside the Containment (Inner) Perimeter to isolate vehicle traffic into the area. That area shall be blocked by use of traffic cones, vehicles, or road boards to prevent the flow of traffic.

## **Media**

A press area shall be established near the Command Center. All media (radio, television, and newspaper) shall be directed to the Command Center and the Public Information Officer will advise them of situation updates.

Note: The press will not be allowed inside the Containment Perimeter. The Containment (Inner) Perimeter is a kill zone and their safety depends on it.

## **MAP**

Appendix F is a color-coded map of the University. The Director of Campus Police shall maintain the map and floor plans of the buildings. In case of plan activation, the map maybe distributed to those agencies, which will be called upon for support.

**Appendix A**  
**Telephone Tree**

**Emergency Policy Executives**

Name:	Dr. Joe Wiley	Debra Hedrick	Dr. Richard Boyd	Tom Volturo
Title:	President	Exec. Asst. to the President	V.P. for A. A.	V.P. for B.A.
Office Phone:				
Home Phone:				
Cell Phone:				

**Emergency Management Team**

Name:	Gary Boergermann	Dr. Michael Turner	Mark Meadors
Title:	Dir. Of C.P.	Dean of Student Affairs	Asst. V.P.
Office Phone:			
Home Phone:			
Cell Phone:			

Name:	Jan Carroll	Leonard Szopinski	Brent Ortolani
Title:	Chief Technology	Dir. Physical Plant	P.I.O.
Office Phone:			
Home Phone:			
Cell Phone:			

**Appendix B**  
**Emergency Policy Executives**

- 1. University President**  
Dr. Joe Wiley
  
- 2. Executive Asst. to the President**  
Debra Hedrick
  
- 3. Vice President for Academic Affairs**  
Dr. Richard Boyd
  
- 4. Vice President for Business Affairs**  
Tom Volturo

For contact information, refer to Appendix A, Telephone Tree

**Appendix C**  
**Emergency Management Team**

**Director of Campus Police**

Gary Boergemann

**Dean of Student Affairs**

Dr. Michael Turner

**Assistant Vice President for Business Affairs**

Mark Meadors

**Chief Technology Officer**

Jan Carroll

**Director of Physical Plant**

Leonard Szopinski

**Public Information Officer**

Brent Ortolani

**Recorder (Administrative Assistant)**

Rhonda Peeples, Marisa Littlefield, Kim Webber

For contact information, refer to Appendix A, Telephone Tree.

**Appendix D**  
**Emergency Action Team**

- Rogers County Sheriff's Office ..... 341-3535
- Claremore Police Department ..... 341-1212
- Claremore Fire Department ..... 341-1477
- Oklahoma Highway Patrol ..... 918-256-3388
- Med-Tec Ambulance ..... 342-4747
- Claremore Ambulance ..... 341-2273
- Verdigris Valley Electric ..... 371-2584
- ONG (Gas) ..... 341-7070
- Claremore Utilities ..... 341-0456, after hours 341-1212
- Southwestern Bell Telephone ..... 888-218-3919
- Rogers County District Attorney's office ..... 341-3164
- Rogers County Health Department ..... 341-3166
- Rogers County Civil Defense office ..... 341-4233
- Rogers County Jail ..... 341-2902

## **Appendix E** **Checklists**

### **I. Executive Checklist**

- A. Upon declaring an Emergency contact the Incident Commander (Director of Campus Police.)
- B. Define a Containment (Inner) Perimeter area.
- C. Define an Outer Perimeter area.
- D. Designate a Command Center, and response routes.
- E. Designate a Tactical Staging Area, and response routes.
- F. Determine the need for any outside emergency services.
- G. Notify Dean of Student Affairs who shall begin notification of all members of the Emergency Management Team, informing them of the Command Center location.
- H. Determine if evacuation is needed, determine routes and establish shelters as necessary.
- I. Notify Director of Physical Plant.
- J. Determine the need for any Public Utilities Services.
- K. Determine if services and equipment (telephone, electric, heat/air, tables, chairs, etc) necessary to outfit the Command Center are available and working.
- L. Notify all other Policy Executives of the situation.
- M. Determine if a public warning or notification is necessary, and contact Public Information Officer if so.
- N. Notify Board of Regents of the situation, location and telephone number of the Command Center.
- O. Proceed to the Command Center and assume control.

### **II. Incident Commander Checklist**

- A. Notify second in command and have him begin emergency notification of all officers, advising them of the location of, and route to, the Tactical Staging Area.
- B. Notify emergency services needed, and have them report to the Tactical Staging Area, providing them with the appropriate route.
- C. Go to the scene and check Containment (Inner), and Outer Perimeter.
- D. Determine if a crime scene exists, and if preservation will be possible.
- E. Determine if any initial crime reports need to be completed and signed.
- F. Check Tactical Staging Area and stand by until second in command arrives.
- G. Establish talk groups (radio channels) for law enforcement, utilities and maintenance, and command personnel. Advise all personnel not to use any ten codes.
- H. Proceed to the Command Center and check in with the Executive in Charge.

### **III. Director of Physical Plant Checklist**

- A. Notify second in command to make sure the Command Center is equipped and functioning.
- B. Notify emergency utility services necessary, and have them report to the Tactical Staging Area.
- C. Notify Physical Plant personnel required, to report to the Tactical Staging Area.
- D. Go to Tactical Staging Area, coordinate with the Incident Commander.
- E. Proceed to the Command Center.

### **IV. Public Information Officer Checklist**

- A. Determine if an initial public warning or notification is necessary.
- B. If so, then coordinate with Policy Executive to define the initial statement.
- C. If so, then notify area media, advising them of the location of the Command Center (Media Area), response route, and briefing schedule.
- D. If not, proceed to Command Center and prepare a media area and hot line, should it be needed as the situation develops.

### **V. Officer Checklist**

- A. Access any reports of emergency situations to gain as much information as possible, and notify the Director of Campus Police.
- B. Determine if any crime or crime scene exists.
- C. Assess the need for evacuation, and determine best routes.
- D. Assess the need for assistance from outside agencies, and advise CPS Director.
- E. Establish a Containment (Inner) Perimeter, if required, utilizing the first law enforcement personnel to arrive.
- F. Determine the need for Medical Personnel and start them to the scene as needed.
- G. Re-contact Director of Campus Police and give him a situation updates, and seeks instructions.



**Appendix F**

Color-coded map.

Appendix G

**Rogers State University  
Campus Police Department**  
(Dated 11/12/2003)

**HAZARDOUS MATERIAL**

This checklist will serve as a guideline for the initial stages of a spill involving hazardous material substance or waste. The Claremore Fire Department will serve as the lead agency when establishing a Command Post, making the required notifications, and determining the need for evacuation. The Campus Police officer will be operating in a supportive role throughout this type of critical incident.

***Initial Response***

- Notify Campus Police – 343-7624
- Explain your exact location on the University Campus
- Closure of immediate area
- Establishing perimeter control
- Campus Police will notify the Claremore Fire Department
- Providing liaison with fire and other emergency response units
- Initiating control activities in coordination with other emergency units

***Situation Assessment***

- Type of incident, fixed site or transportation; fire involved or not
- Location of incident, size of involved area
- Direction of fluid or vapor travel
- Property and /or vehicle owner's name
- Emergency Response Guidebook (ERG) information (available from Physical Plant and Campus Police)
- Symptoms of injured persons, number of injured
- Weather conditions, wind direction, speed, and any expected changes
- Degree of danger at site, potential danger to surrounding area and first responders
- Designate safe ingress/egress routes for responding emergency personnel
- Command Post location and Staging Area site

***Special Considerations***

- Keep all non-essential personnel away from scene
- Do not eat, drink, or smoke near the area
- Do not drive through the contaminated area
- Avoid contamination (all contaminated items must be decontaminated)
- Gas masks do not filter many toxic vapors

***Contaminated Personnel***

- () Isolate in warm zone and be aware of cross contamination
- () Fire Department will establish a decontamination line
- () Remove all clothing and equipment for wash down of the contaminated area of the body
- () Place all clothing and equipment in sealed containers
- () Seek medical treatment as soon as possible

***Incident Investigation***

- () If transportation incident, Campus Police will notify Oklahoma Highway Patrol
- () Collect information for incident reporting
- () Should not begin until area has been decontaminated; however, evidence should not be disturbed until evaluated and recorded
- () May be jointly conducted with other involved agencies
- () Should provide all available information and assistance to other agencies

**Appendix H**

**Rogers State University  
Campus Police Department**

**BOMB EMERGENCIES  
(Revised 11/16/03)**

This checklist is intended to assist the field officer in the initial stages of a bomb emergency. These guidelines are flexible and can be modified to deal with specific field situations.

***Immediate consideration:***

- Time call received
- Type of call received
- Time of detonation or when detonation is expected
- Location of the bomb or intended target
- Bomb description or appearance
- Immediate evacuation?

***Notification***

- Agency entities, concerned personnel, and property owners
- Bomb Team
- Bomb Scene Investigators
- Fire Department
- MED-TECH Ambulance

***Search***

- Systematic visual search with persons familiar with the facility/location
- Prohibit radio transmission within 100 yards of the threatened site
- Conduct visual searches only
- Issue instruction to NOT TOUCH, MOVE, or ATTEMPT to disarm any suspected item
- Isolate any suspected items
- Keep all personnel away from any suspected item
- Establish evacuation procedures, person in charge of location should make decision to evacuate, unless a suspected device is located. If suspected explosive device is located, the law enforcement officer present can make the decision to evacuate.
- Use easiest evacuation routes, which minimizes confusion
- Subsequent measures to be considered if an explosive device has been detonated

- () Following detonation of an explosive device, consider possibility of second device
- () Do not conduct search for second device
- () Evacuate immediate area and make above notifications

***Tactical Considerations***

- () Establish Incident Command Post
- () Establish safe perimeter and seal off location
- () Evacuate immediate area
- () Request fire, Med-Tech to respond, and standby
- () Have gas and power turned off
- () Establish traffic control
- () Notify local hospital if injuries have occurred
- () Bombing suspect may be among injured
- () Preserve physical evidence
- () Implement investigation/arrest procedures

## Appendix I

### Rogers State University Campus Police Department

(Revised November 19, 2003)

## Severe Weather and Tornado Safety Information

Since Oklahoma weather can be severe and difficult to predict, it is important to keep abreast of the weather outside and the twenty-four hour forecast. The City of Claremore maintains a citywide civil defense warning siren network that is used to signal imminent danger from tornadoes.

A steady siren for three to five minutes means imminent danger. Take shelter immediately in the nearest suitable shelter location. You should seek shelter in interior spaces of buildings away from windows and exterior walls and preferably on the lowest floor possible. Your particular shelter location should be planned. Once the sirens sound, it is too late to seek shelter at a remote location. However, if you are abreast of dangerous weather advancing toward your location before the sounding of the siren, you may choose to seek shelter elsewhere. It is important in these situations to base your decisions on public weather advisories and warnings disseminated by nearby local media outlets.

### **If A Tornado Warning Is Issued:**

When a tornado warning is issued for the Claremore area by the National Weather Service (NWS), the public broadcast media or any Tulsa television station, or the sounding of the civil defense warning sirens, please do the following:

- Proceed immediately to your nearest shelter area
- Go to the lowest level in your building away from doors and windows. (If accessible, the basement area is best.)
- **Student Apartment Complex** – go to the lowest level, using the rooms on the north/east section – (to minimize danger from flying debris, close doors around your area and stay away from windows). Note: If you cannot get to a lower level apartment, seek immediate shelter in any bathroom. If needed, Campus Police will unlock the basement at the Will Rogers Auditorium.
- Remain in the shelter area until the storm front clears the areas or the public broadcast media provides an all-clear signal. The RSU Police Department suggests you take a battery-operated radio or have access to a TV in your shelter area.

### **National Weather Service (NWS) Terminology**

**Severe Thunderstorm:** Wind gusts of 50 knots (58 mph) or greater and/or hail three quarters of an inch in diameter or larger.

**Damaging Wind:** Sustained or gusty surface winds of 60 mph or greater.

**Tornado:** A violent local storm of short duration with high-speed wind rotation about a vortex with a funnel extending from the base of the clouds to the ground.

**Funnel Cloud:** A tornado-type funnel extending downward from the clouds but not touching the ground.

**Tornado or Severe Thunderstorm Watch:** Issued by the National Weather Service when conditions for a tornado or severe thunderstorm are favorable in the named area.

**Tornado or Severe Thunderstorm Warning:** Issued by the NWS when a tornado or severe thunderstorm has been sighted visually or detected by radar. The location, direction, and speed of movement of the storm are provided. Residents of the specified area should take immediate safety precautions.

**Tornado Warning Issued:** When a tornado warning is issued for the Claremore area by the NWS, the public broadcast media or any Tulsa television station, or the sounding of the civil defense warning sirens.

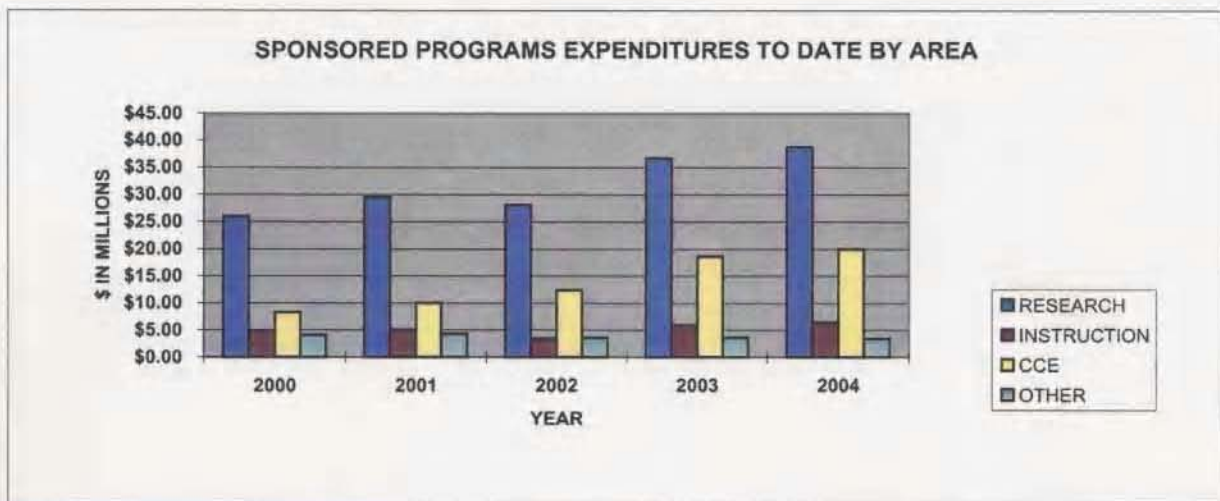
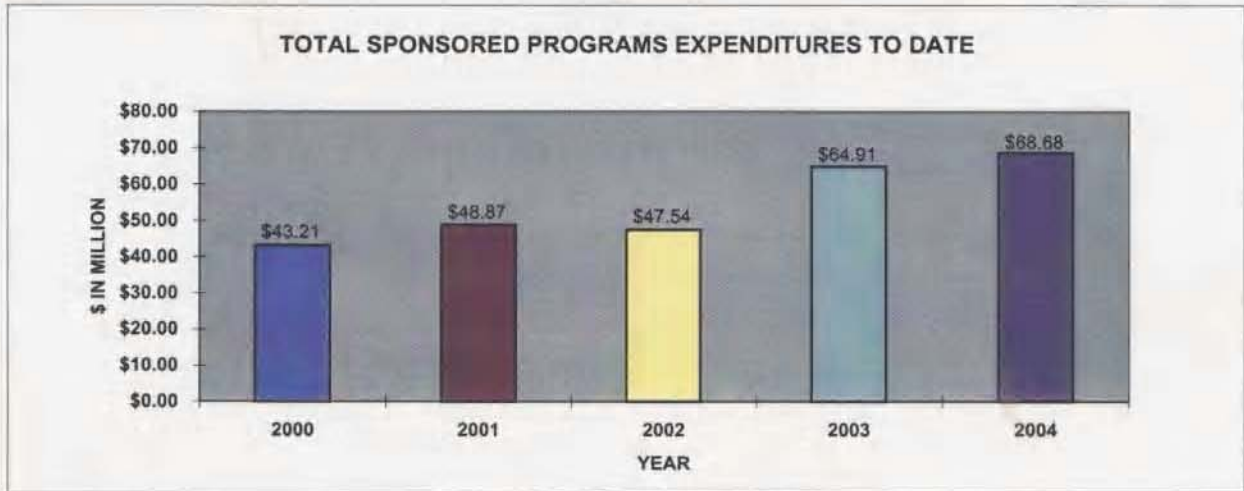
**Appendix J: Attached Building Maps and Floor Plans**

1. Foundation/Alumni Building
2. Kiddie Kollege –1<sup>st</sup> floor
3. Kiddie Kollege-2<sup>nd</sup> floor
4. Kiddie Kollege-basement
5. Rifle Range
6. Preparatory Hall-1<sup>st</sup> floor
7. Preparatory Hall-2<sup>nd</sup> floor
8. Preparatory Hall-3<sup>rd</sup> floor
9. Student Union/Bookstore
10. Baird Hall-1<sup>st</sup> floor
11. Baird Hall-2<sup>nd</sup> floor
12. Meyer-1<sup>st</sup> floor
13. Meyer-2<sup>nd</sup> floor
14. Auditorium basement and 1<sup>st</sup> floor
15. Auditorium balcony
16. Bushyhead field house-1<sup>st</sup> floor
17. Bushyhead field house-2<sup>nd</sup> floor and tower
18. Physical Plant
19. Herrington Hall-1<sup>st</sup> floor
20. Herrington Hall-2<sup>nd</sup> floor
21. Health Science –1<sup>st</sup> floor
22. Health Science-2<sup>nd</sup> floor
23. Loshbaugh- 1<sup>st</sup> floor
24. Loshbaugh-2<sup>nd</sup> floor
25. Thunderbird Library
26. Post Hall
27. Markham-1<sup>st</sup> floor
28. Markham-2<sup>nd</sup> floor
29. Markham-basement
30. Residence Hall-layout
31. Residence Hall-1<sup>st</sup> floor
32. Residence Hall-2<sup>nd</sup> floor
33. Residence Hall-3<sup>rd</sup> floor



# THE UNIVERSITY OF OKLAHOMA

## HEALTH SCIENCES CENTER AND NORMAN CAMPUS

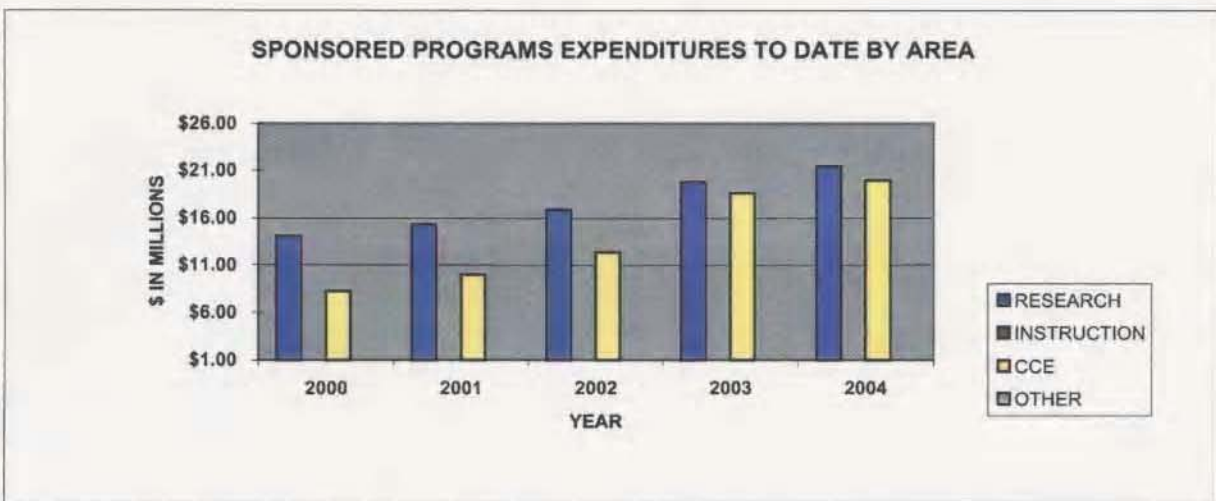
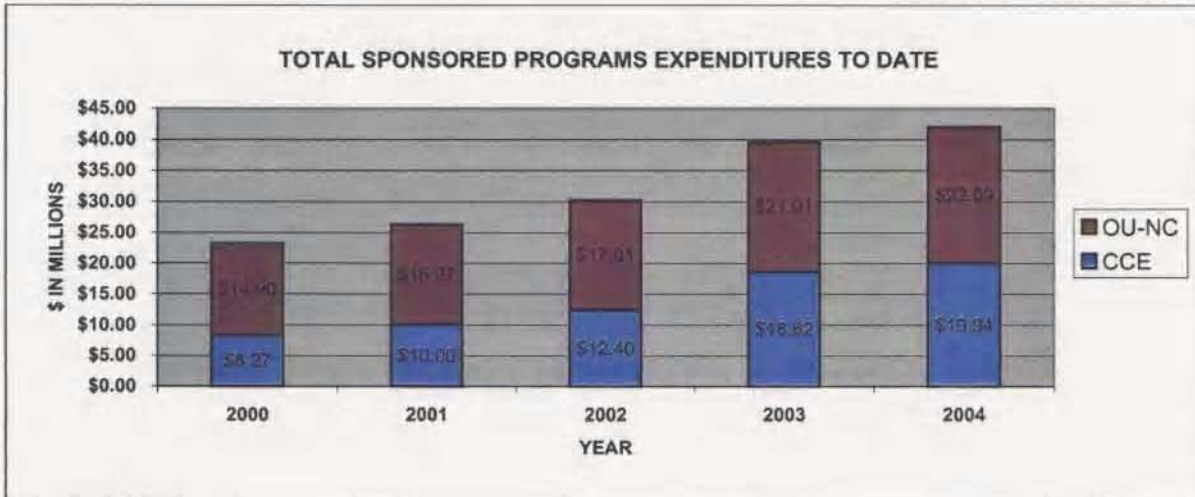


	FY 2004 YEAR	YEAR %CHANGE	FY 2003 YEAR	2003 October	MONTH %CHANGE	2002 October
RESEARCH	\$ 38,772,455	5.46%	\$ 36,764,343	\$ 8,591,864	-1.15%	\$ 8,691,947
INSTRUCTION	\$ 6,489,818	10.22%	\$ 5,888,246	\$ 1,783,456	11.63%	\$ 1,597,680
CCE	\$ 19,941,946	7.07%	\$ 18,624,379	\$ 5,143,592	12.38%	\$ 4,576,845
OTHER	\$ 3,473,557	-4.46%	\$ 3,635,590	\$ 796,099	-35.64%	\$ 1,236,982
<b>TOTAL</b>	<b>\$ 68,677,776</b>	<b>5.80%</b>	<b>\$ 64,912,558</b>	<b>\$ 16,315,012</b>	<b>1.31%</b>	<b>\$ 16,103,454</b>

# THE UNIVERSITY OF OKLAHOMA

January 26-27, 2004

## NORMAN CAMPUS



	FY 2004 YEAR	YEAR %CHANGE	FY 2003 YEAR	2003 October	MONTH %CHANGE	2002 October
RESEARCH	\$ 21,429,776	8.25%	\$ 19,797,343	\$ 4,154,888	-11.71%	\$ 4,706,205
INSTRUCTION	\$ 371,438	-27.68%	\$ 513,573	\$ 193,593	-29.87%	\$ 276,036
CCE	\$ 19,941,946	7.07%	\$ 18,624,379	\$ 5,143,592	12.38%	\$ 4,576,845
OTHER	\$ 284,342	-59.42%	\$ 700,726	\$ 79,794	-84.38%	\$ 510,873
<b>TOTAL</b>	<b>\$ 42,027,502</b>	<b>6.03%</b>	<b>\$ 39,636,021</b>	<b>\$ 9,571,868</b>	<b>-4.95%</b>	<b>\$ 10,069,959</b>

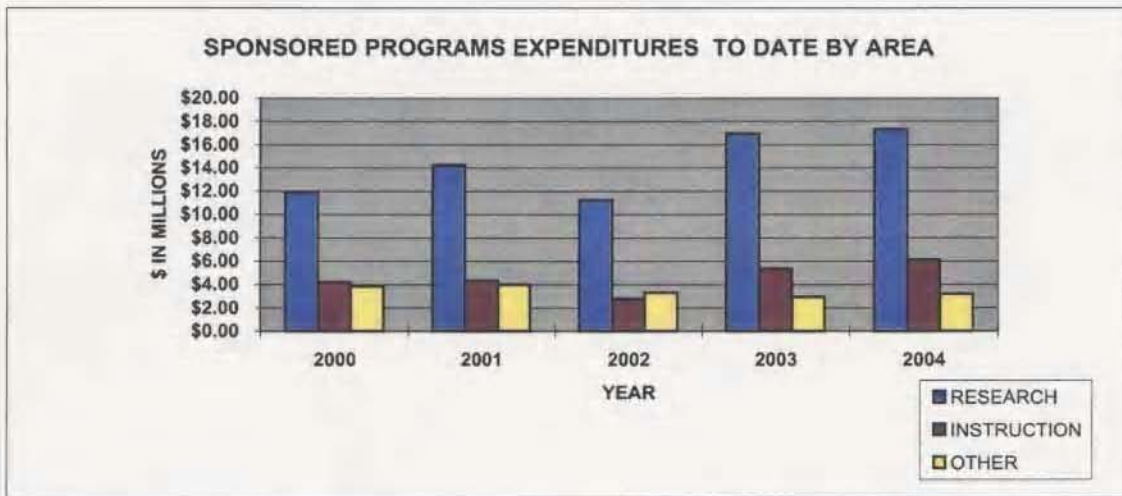
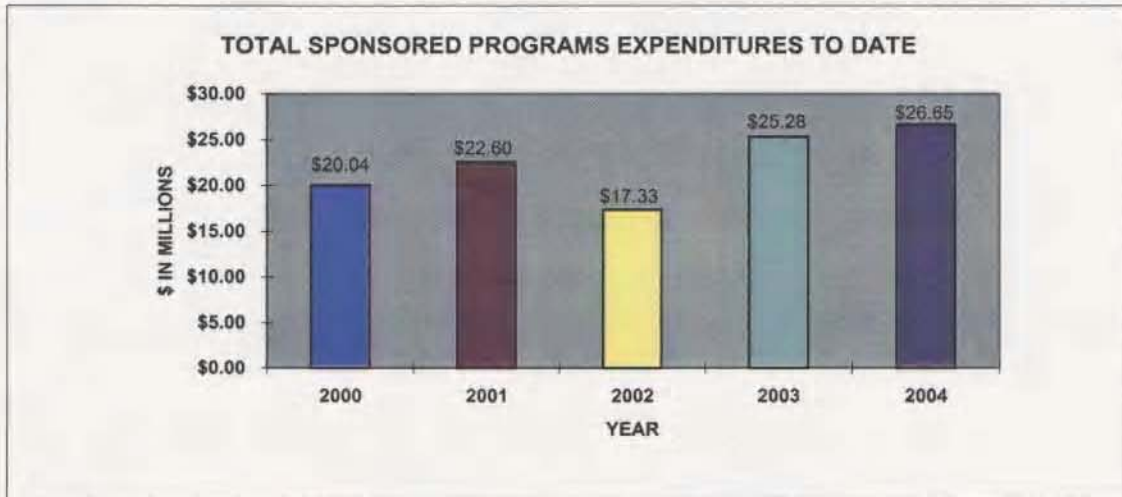
NORMAN CAMPUS

EXPENDITURES

EXPENDITURES

EXPENDITURES

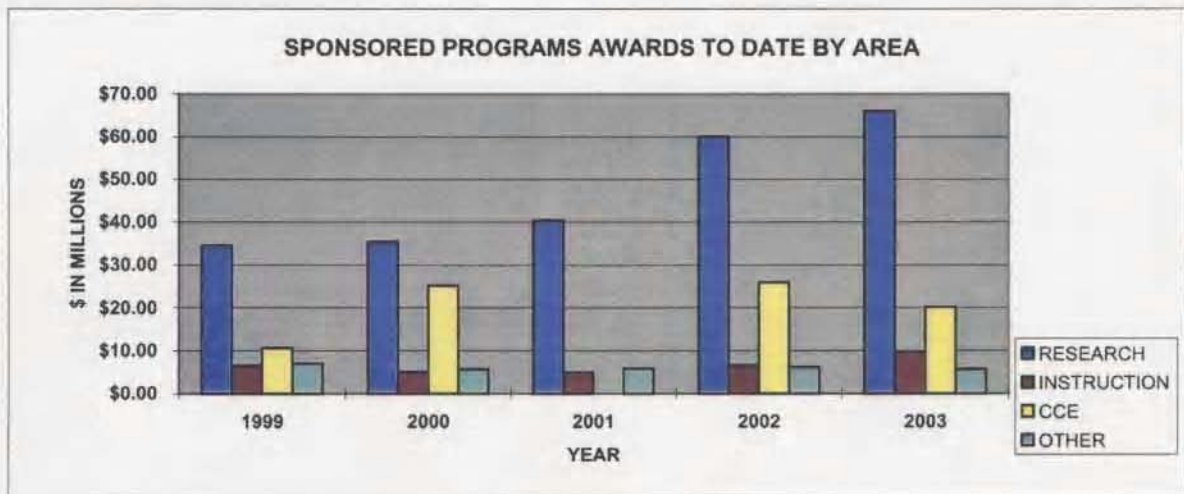
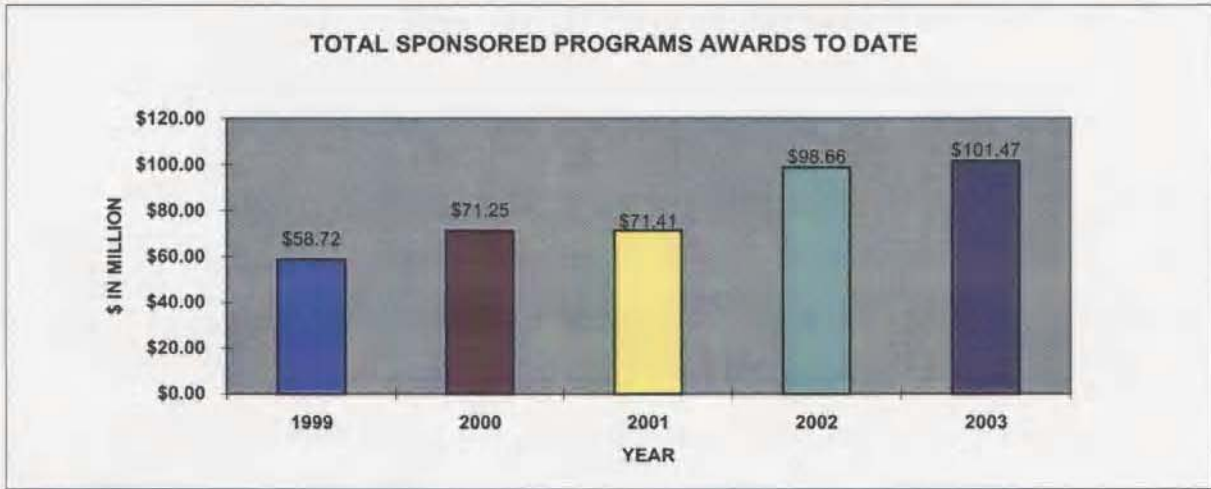
## HEALTH SCIENCES CENTER



	FY 2004 YEAR	YEAR %CHANGE	FY 2003 YEAR	2003 October	MONTH %CHANGE	2002 October
RESEARCH	\$ 17,342,679	2.21%	\$ 16,967,000	\$ 4,436,976	11.32%	\$ 3,985,742
INSTRUCTION	\$ 6,118,380	13.84%	\$ 5,374,673	\$ 1,589,863	20.29%	\$ 1,321,644
OTHER	\$ 3,189,215	8.67%	\$ 2,934,864	\$ 716,305	-1.35%	\$ 726,109
<b>TOTAL</b>	<b>\$ 26,650,274</b>	<b>5.43%</b>	<b>\$ 25,276,537</b>	<b>\$ 6,743,144</b>	<b>11.76%</b>	<b>\$ 6,033,495</b>

HEALTH SCIENCES CENTER

## NORMAN CAMPUS AND HEALTH SCIENCES CENTER

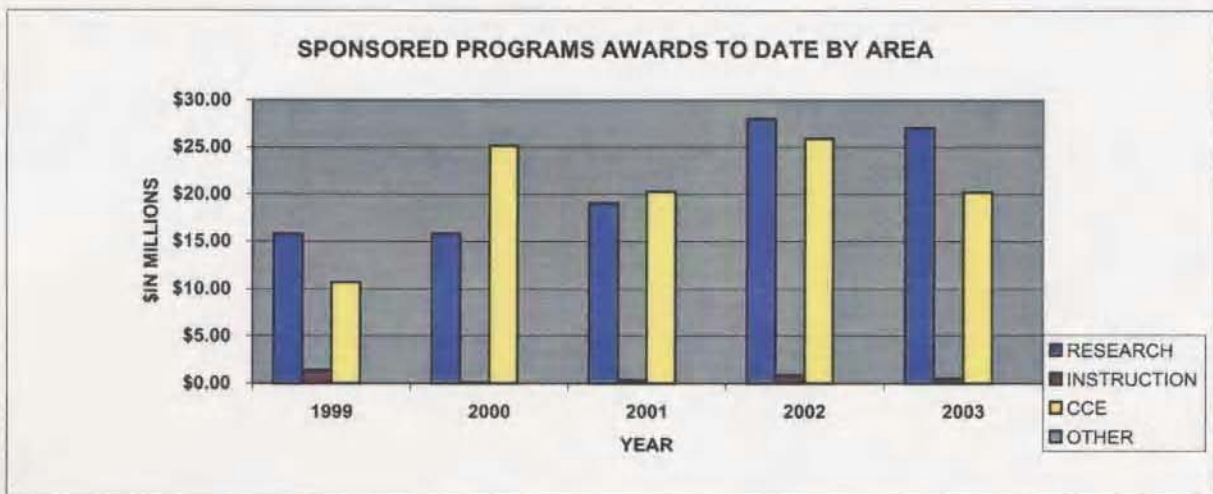
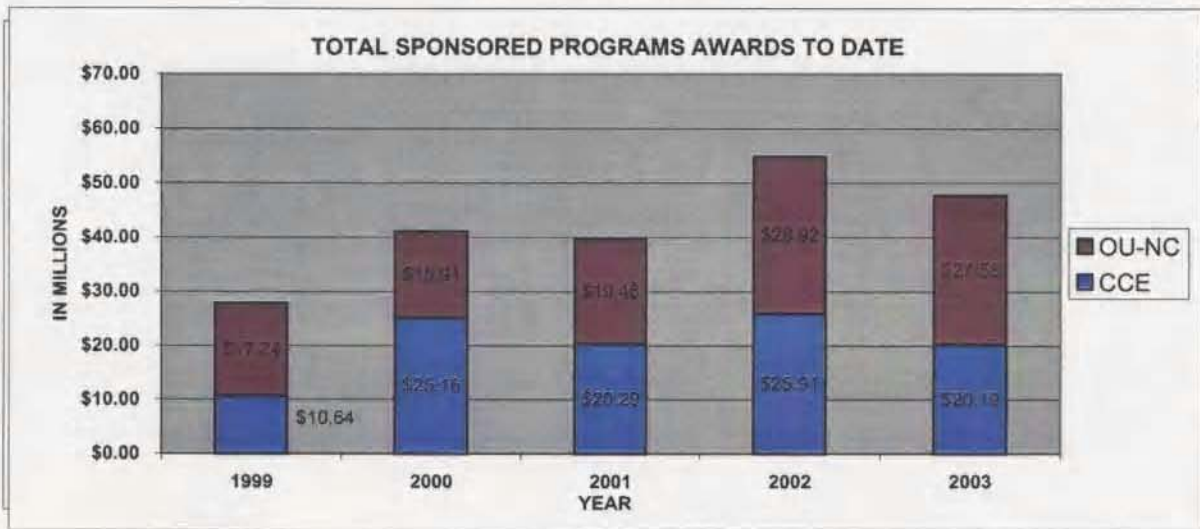


	FY 2004 YEAR	YEAR %CHANGE	FY 2003 YEAR	2003 October	MONTH %CHANGE	2002 October
RESEARCH	\$ 65,972,307	9.94%	\$ 60,007,776	\$ 17,620,310	34.46%	\$ 13,104,726
INSTRUCTION	\$ 9,693,069	46.52%	\$ 6,615,532	\$ 3,309,427	325.72%	\$ 777,372
CCE	\$ 20,185,221	-22.09%	\$ 25,906,911	\$ 5,913,542	-55.44%	\$ 13,270,120
OTHER	\$ 5,615,343	-8.33%	\$ 6,125,502	\$ 303,665	-73.29%	\$ 1,137,102
<b>TOTAL</b>	<b>\$ 101,465,940</b>	<b>2.85%</b>	<b>\$ 98,655,721</b>	<b>\$ 27,146,944</b>	<b>-4.04%</b>	<b>\$ 28,289,320</b>

# THE UNIVERSITY OF OKLAHOMA

January 26-27, 2004

## NORMAN CAMPUS



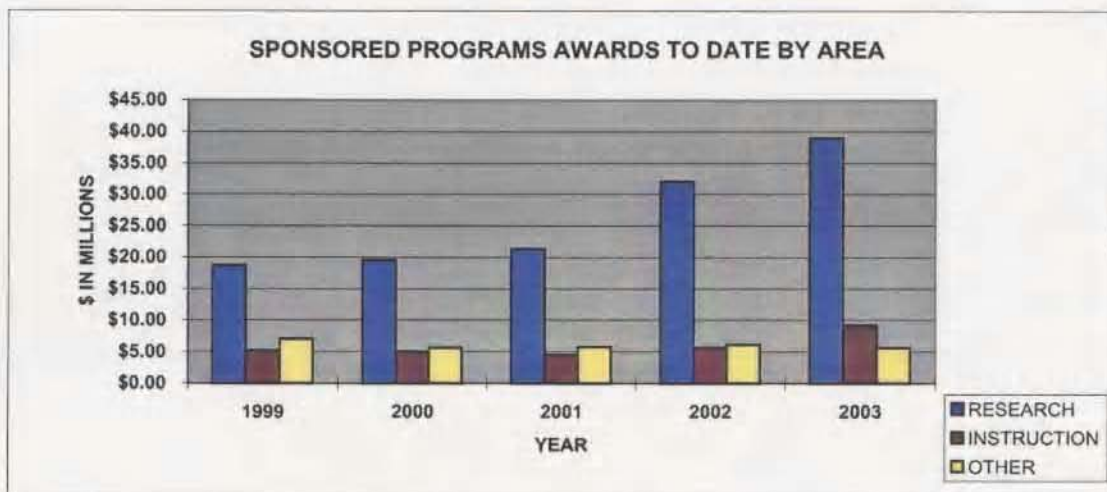
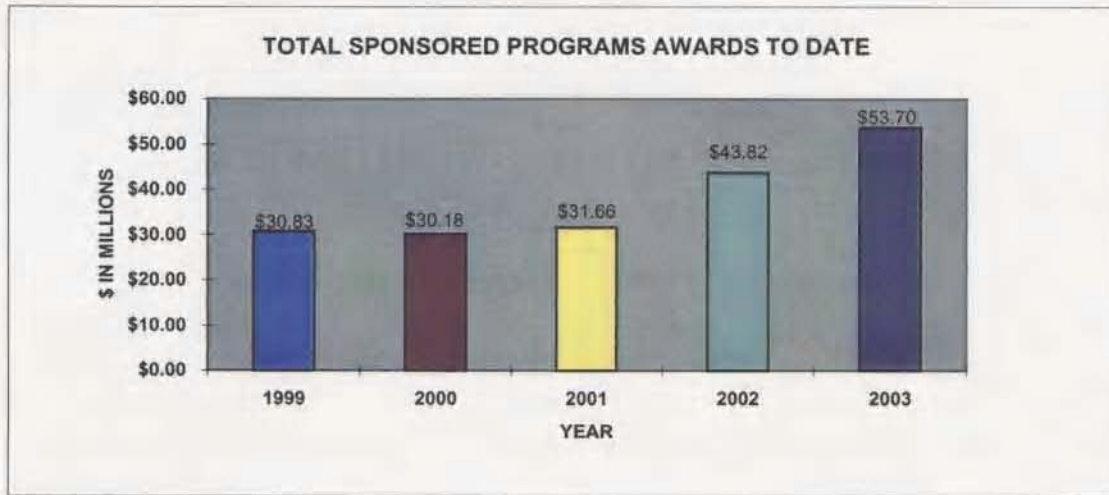
	FY 2004 YEAR	YEAR %CHANGE	FY 2003 YEAR	2003 October	MONTH %CHANGE	2002 October
RESEARCH	\$ 27,048,332	-3.40%	\$ 28,001,328	\$ 6,461,883	114.79%	\$ 3,008,438
INSTRUCTION	\$ 530,807	-42.52%	\$ 923,482	\$ 284,257		\$ -
CCE	\$ 20,185,221	-22.09%	\$ 25,906,911	\$ 5,913,542	-55.44%	\$ 13,270,120
OTHER	\$ -		\$ -	\$ -		\$ -
<b>TOTAL</b>	<b>\$ 47,764,360</b>	<b>-12.89%</b>	<b>\$ 54,831,721</b>	<b>\$ 12,659,682</b>	<b>-22.23%</b>	<b>\$ 16,278,558</b>

NORMAN CAMPUS

**NORMAN CAMPUS  
REPORT OF CONTRACTS AWARDED (OVER \$100K)  
September & October 2003**

AWD #	AGENCY	TITLE	VALUE	PERIOD	PI(S)
030279	DOD-AF	Phase II: Composite Materials State Process	\$129,242	12 Mons.	Altan, M. - AME; Grady, B. - CEMS
030281	DOD-AF	Analysis of Material Handling, Storage, Transportation and Identification in Support of Building 3705, TAFB, OK	\$237,056	12 Mons.	Court, M. - I.E.; Pulat, B. - Eng. Dean Baldwin, J. - AME
030284	DOD-AF	Pilot Scale Investigation in VOC (Volatile Organic Contaminants) Reduction at the IWTP (Industrial Wastewater Treatment Plant) Using a Membrane Reactor	\$104,807	12 Mons.	Strevett, K. - CEES
040057	OK Dept. of Commerce	Oklahoma Wind Power Initiative: Assessment, Research, Policy Study and Outreach	\$100,000	12 Mons.	Greene, J. - EVAC; Meo, M. - EVAC Traurig, J. - EVAC
040067	DOA-CRS	Biomass-Based Energy Research, Project 3: Microbial Catalyst Development	\$101,767	24 Mons.	Tanner, R. - Botany & Microbiology
040072	NSF	Collaborative Research: ITR (Information Technology Research) Linked Environments for Atmospheric Discovery (LEAD)	\$370,255	12 Mons.	Droegemeier, K. - CAPS; Weber, D. - CAPS; Brewster, K. - CAPS; Xue, M. - Meteorology
040085	Petroleo Brasileiro	Use of Nitrate for the Control of Sulfide Formation in Various Portions of the P-32 Oil-Processing Vessel	\$157,228	13 Mons.	Suffita, J. - Botany & Microbiology; Davidova, I. - Botany & Microbiology
040089	US-DHHS	Phase Contrast X-Ray Imaging with a Field Emission Source	\$417,916	12 Mons.	Liu, H. - ECE
6380	HHS-ACF	Family Early Head Start-Start Up Funds	\$201,372	6 Mons.	Biscoe, B. - CCE CSAH
6381	US-EDUC	Charter Schools FY04	\$577,675	12 Mons.	Simmons, J. - CCE CSNCLC
6397	US-EDUC	E-Learning System FY04	\$149,938	12 Mons.	Bizzard, M. - CCE CSNCDCT
6405	OK-ESC	Workforce OKLA System Training	\$100,000	16 Mons.	Gregorio, E. - CCE CSWOTI
6414	OF-SSA	SSA Benefits Project FY04	\$297,140	12 Mons.	Cook, B. - CCE CSNCDCT
044095	US-DHHS NIH	A Dual Detector Technique for X-Ray Attenuation and Phase Imaging	\$478,957	12 Mons.	Liu, H. - ECE
040096	US-Dept. of Educ.	Oklahoma Deaf-Blind Technical Assistance	\$131,374	12 Mons.	Lovett, D. - EDPY; Haring, K. - EDPY
040098	Institute of Museum and Library Studies	Building Scientific Literacy Through Investigation	\$149,877	36 Mons.	Gram, W. - SNMONH; Pedersen, J. - ILAC
040099	US DHHS-NIH	Membrane Tether Formation During Selecting-dependent Leukocyte Rolling Under Flow	\$222,455	10 Mons.	Schmidtke, D. - CEMS
040102	St. of OK DOT	FY04 OTC Project Funds for OSU Projects On the Optimal Use of WSR-88RD Doppler Radar Data for Variational Storm-Scale Data Assimilation	\$196,710	12 Mons.	Zaman, M. CEES; Landers, T. - Engineering Dean's Office Gao, J. - CAPS; Brewster, K. - CAPS; Xue, M. - Meteorology;
040103	NSF	SW CAPTS FY03	\$199,352	12 Mons.	Droegemeier, K. - CAPS
2941	HHS-SAM	OK Independent Living FY04	\$1,073,588	18 Mons.	Cline, J. - CCE CSSWPC
5766	OK-DHS	OK Independent Living FY04	\$877,919	12 Mons.	Correia, P. - CCE CSNRC
6426	US-EDUC	Oklahoma Pride	\$3,722,080	36 Mons.	Ball, R. - CCE CSCECPD
<b>TOTAL</b>			<b>\$9,996,708</b>		

## HEALTH SCIENCES CENTER



	FY 2004 YEAR	YEAR %CHANGE	FY 2003 YEAR	2003 October	MONTH %CHANGE	2002 October
RESEARCH	\$ 38,923,975	21.61%	\$ 32,006,448	\$ 11,158,427	10.52%	\$ 10,096,288
INSTRUCTION	\$ 9,162,262	60.97%	\$ 5,692,050	\$ 3,025,170	289.15%	\$ 777,372
OTHER	\$ 5,615,343	-8.33%	\$ 6,125,502	\$ 303,665	-73.29%	\$ 1,137,102
<b>TOTAL</b>	<b>\$ 53,701,580</b>	<b>22.54%</b>	<b>\$ 43,824,000</b>	<b>\$ 14,487,262</b>	<b>20.62%</b>	<b>\$ 12,010,762</b>

HEALTH SCIENCES CENTER

**HEALTH SCIENCES CENTER**  
**REPORT OF CONTRACTS AWARDED (OVER \$100K)**

September 2003

AWARD NO.	AGENCY	TITLE	VALUE	PERIOD	PI(S)
C1007303	Maternal and Child Health Bureau	Poison Control Stabilization and Enhancement Prgm	\$194 K	12 mos	Ms. L. McGoodwin Oklahoma Poison Control Center
C1007703	National Center for Research Resources	Oklahoma Biomedical Research Infrastructure Netwrk	2,419 K	10 mos	Dr. F. J. Waxman Dept of Microbiology and Immunology
C1012402	Juvenile Diabetes Research Foundation International	Markers and Mechanisms for Pre-Eclampsia in Women	\$250 K	12 mos	Dr. T. J. Lyons Medicine Endocrinology
C1013002	National Center for Research Resources	Mentoring Vision Research in Oklahoma (COBRE)	2,178 K	10 mos	Dr. R. E. Anderson Dept of Ophthalmology
C1015102	Agency for Healthcare Research and Quality	Enhancing Practice-Based Research in OKPRN	\$150 K	12 mos	Dr. J. W. Mold Dept of Family and Preventive Medicine
C1016502	Centers for Disease Control /PHPPPO	Bioterrorism Preparedness Distance Ed Prgm	\$221 K	12 mos	Dr. G. E. Raskob Public Health Office of the Dean
C1019201	National Science Foundation	Structure-Function Analysis of the SP85/PsB Spore	\$230 K	23 mos	Dr. C. M. West Dept of Biochemistry and Molecular Biology
C1020201	National Center for Research Resources	OUHSC Mouse Facilities Improvement Program	4,000 K	24 mos	Dr. M. S. Gilmore Office of Research Administration
C1020301	National Science Foundation	Sequencing & Annotation: Bdellovibrio Strain W	\$281 K	24 mos	Dr. J. J. Iandolo Dept of Microbiology and Immunology
C1020901	National Center for Research Resources	Post-Translational Modifications in Host Defense	\$147 K	10 mos	Dr. R. D. Cummings Dept of Biochemistry and Molecular Biology



AWARD NO.	AGENCY	TITLE	VALUE	PERIOD	PI(S)
C1134609	National Eye Institute	Roles of Toxins in Endophthalmitis	\$218 K	12 mos	Dr. M. S. Gilmore Dept of Ophthalmology
C1145509	National Center for Chronic Disease Prevention and Health Promotion	Health Promo & Disease Prevention Res Center-SIP	\$215 K	20 mos	Dr. J. E. Eichner Center for Prevention Research in Native Americans
C1145509	National Center for Chronic Disease Prevention and Health Promotion	Health Promo & Disease Prevention Res Center	\$465 K	20 mos	Dr. J. E. Eichner Center for Prevention Research in Native Americans
C1216111	Bureau of Health Professions	Native American Center of Excellence Consortium	\$465 K	12 mos	Dr. P. A. McHale Native American Center of Excellence
C1270038	Maternal and Child Health Bureau	Training Program on Communication Disorders	\$131 K	12 mos	Dr. A. S. Owen Dept of Communication Sciences and Disorders
C1406713	Bureau of Health Professions	Scholarships for Disadvantaged Students(SDS) - Medicine	\$176 K	12 mos	Mr. A. M. Spano Office of Student Financial Aids
C1406812	Bureau of Health Professions	Scholarships for Disadvantaged Students(SDS) - Dentistry	\$252 K	12 mos	Mr. A. M. Spano Office of Student Financial Aids
C1406911	Bureau of Health Professions	Scholarships for Disadvantaged Students(SDS) - Pharmacy	\$324 K	12 mos	Mr. A. M. Spano Office of Student Financial Aids
C1407004	Bureau of Health Professions	Scholarships for Disadvantaged Students(SDS)-Phys Asts	\$149 K	12 mos	Mr. A. M. Spano Office of Student Financial Aids
C1444414	Bureau of Health Professions	Health Profession Student Loan (PCL) - Dentistry	\$164 K	12 mos	Mr. A. M. Spano Office of Student Financial Aids
C2321012	Oklahoma State Department of Education	Develop/Implement Retention&Retraining Initiatives	\$286 K	12 mos	Ms. M. J. Ferretti Dept of Rehabilitation Sciences
C2391811	Oklahoma State Department of Education	State Teacher Registry	\$256 K	12 mos	Ms. M. C. Francl Center for Learning & Leadership

AWARD NO.	AGENCY	TITLE	VALUE	PERIOD	PI(S)
C2395510	Oklahoma State Department of Education	Assistive Technology Program: Oklahoma Public Schl	\$426 K	12 mos	Ms. M. A. Jones Oklahoma Assistive Technology Center
C3002301	National Eye Institute	Antibody-Mediated Death of Mammalian Photoreceptor	\$297 K	12 mos	Dr. J. F. McGinnis Dept of Ophthalmology
C3005501	National Center for Research Resources	MHC-Bound, SIV-Derived, CTL and HTL Epitopes	\$107 K	48 mos	Dr. W. Hildebrand Dept of Microbiology and Immunology
C3006301	National Institute of Diabetes and Digestive and Kidney Diseases	Role of Herg-Like K+ Channels: G.I. Smooth Muscle	\$219 K	12 mos	Dr. H. I. Akbarali Dept of Physiology
C3006701	National Institute of Diabetes and Digestive and Kidney Diseases	Comparison In Vivo and In Vitro Tissue Engineering	\$350 K	11 mos	Dr. B. P. Kropp Dept of Urology
C3010301	National Eye Institute	Immunopathogenesis of Adenovirus Keratitis	\$137 K	12 mos	Dr. J. Chodosh Dept of Ophthalmology
C3012503	National Institute of Allergy and Infectious Diseases	Molecular Basis of Immunity	\$223 K	12 mos	Dr. M. W. Cunningham Dept of Microbiology and Immunology
C3012901	National Cancer Institute	Cervical Cancer: Predictive Assay by MR Imaging	\$146 K	12 mos	Dr. N. A. Mayr Dept of Radiological Sciences
C3013401	National Science Foundation	Synaptic Fusion Core Complex Studied by FRET	\$109 K	36 mos	Dr. Y. Liu Dept of Pathology
C3013603	National Center on Birth Defects and Developmental Disabilities	Fetal Alcohol Syndrome/ARND Research Consortium	\$188 K	12 mos	Dr. J. J. Mulvihill Pediatrics Genetics
C3018601	National Eye Institute	Gene Express & Retinal Vascularization	\$147 K	12 mos	Dr. J. D. Ash Dept of Ophthalmology
C3019202	National Heart, Lung and Blood Institute	Hemostasis Consortium	\$291 K	24 mos	Dr. J. N. George Medicine Hematology/Oncology

AWARD NO.	AGENCY	TITLE	VALUE	PERIOD	PI(S)
C3019802	National Center on Birth Defects and Developmental Disabilities	ADHD School Based Prevalence/Health Risk Behavior	\$216 K	12 mos	Dr. M. L. Wolraich Pediatrics Child Study Center
C3025701	Maternal and Child Health Bureau	Native American Outreach and Education Grant	\$150 K	12 mos	Ms. L. McGoodwin Oklahoma Poison Control Center
C5007004	National Center for Research Resources	Gamma Herpesvirus Vaccine	\$165 K	12 mos	Dr. D. Dittmer Dept of Microbiology and Immunology
C5224406	Oklahoma Medical Research Foundation	OUHSC/OMRF Fellowship Program (GPiBS)	\$109 K	12 mos	Dr. J. J. Tomasek Graduate College Office of the Dean
C5290415	Oklahoma Medical Research Foundation	Graduate Research Assistant Scholarship Program	\$432 K	12 mos	Dr. J. J. Tomasek Graduate College Office of the Dean
C8030401	AstraZeneca Pharmaceuticals LP	(Exult) Knee: H 376/95- Total Knee Arthroplasty	\$137 K	26 mos	Dr. P. C. Comp Medicine Hematology/Oncology
C8051601	AnGes MG Inc.	AMG0001 Study: Perfusion in Critical Leg Ischemia	\$149 K	12 mos	Dr. J. Saucedo Medicine Cardiology
C8052701	Shire Pharmaceutical Development, Inc	ADDERALL XR: Adolescents Aged 13-17 w/ADHD	\$117 K	12 mos	Dr. M. L. Wolraich Pediatrics Child Study Center
C8053301	Cephalon, Inc.	GABITRIL-Chronic Post-Traumatic Stress Disorder	\$103 K	12 mos	Dr. P. M. Tucker Dept of Psychiatry and Behavioral Sciences
<b>Totals</b>	<b>43</b>		<b>\$17,389 K</b>		

January 26-27, 2004

**HEALTH SCIENCES CENTER  
REPORT OF CONTRACTS AWARDED (OVER \$100K)**

October 2003

AWARD NO.	AGENCY	TITLE	VALUE	PERIOD	PI(S)
C1003204	Administration on Children, Youth and Families	Oklahoma Infants Assistance Program	\$425 K	12 mos	Dr. S. M. Simpson Center on Child Abuse and Neglect
C1003504	National Center for Research Resources	Genomic/Proteomic Analysis: Bacterial -Host	\$1,932 K	10 mos	Dr. J. J. Iandolo Dept of Microbiology and Immunology
C1013002	National Center for Research Resources	Mentoring Vision Research in Oklahoma (COBRE)	\$500 K	10 mos	Dr. R. E. Anderson Dept of Ophthalmology
C1017501	Oklahoma State Regents for Higher Education	Oklahoma Biomedical Res Infrastructure Network	\$122 K	33 mos	Dr. F. J. Waxman Dept of Microbiology and Immunology
C1019901	National Institute of Child Health and Human Development	Heterotopic Ossification in Spinal Cord Injury	\$187 K	9 mos	Dr. J. L. Fleckenstein CMT Dept of Internal Medicine
C1020001	United States Department of Agriculture	Oklahoma Nutrition Information & Education (ONIE)	\$159 K	12 mos	Dr. R. John Dept of Health Promotion Sciences
C1022001	National Center on Minority Health and Health Disparities	Oklahoma Native American EXPORT Center	\$1,471 K	11 mos	Dr. E. T. Lee Center for American Indian Health Research
C1023001	National Center for Research Resources	Biofilm Formation and Metabolism on Dental Surface	\$2,217 K	9 mos	Dr. J. J. Ferretti Dentistry Office of the Dean
C1155207	HRSA Bureau of Health Professions	OP Early Intervention Svcs-HIV Disease	\$150 K	12 mos	Dr. R. A. Greenfield Medicine Infectious Diseases
C1295606	Indian Health Service	American Indian Nursing Student Success Program	\$300 K	12 mos	Dr. P. B. Forni Nursing Office of the Dean

AWARD NO.	AGENCY	TITLE	VALUE	PERIOD	PI(S)
C2164201	National Institute of Allergy and Infectious Diseases	Mapping and Characterization of Viral Epitopes	\$350 K	60 mos	Dr. W. Hildebrand Dept of Microbiology and Immunology
C3000906	United States Department of Agriculture	Oklahoma Nutrition Network	\$120 K	12 mos	Dr. P. S. Landers Dept of Nutritional Sciences
C3006601	National Heart, Lung and Blood Institute	Neural Mechanisms Ventricular Electrical Remodel	\$269 K	12 mos	Dr. P. B. Adamson Medicine Cardiology
C3007804	National Center for Research Resources	Role of STAT 1 in IL-6 Mediated T Cell Homeostasis	\$201 K	10 mos	Dr. T. Teague CMT Dept of Surgery
C3012701	National Science Foundation	Understanding Virus Assembly: The Role of Protein	\$110 K	36 mos	Dr. A. Zlotnick Dept of Biochemistry and Molecular Biology
C3019102	Public Health Practice Program Office	Southwest Center for Public Health Preparedness	\$868 K	12 mos	Dr. D. L. Johnson Dept of Occupational and Environmental Health
C3019102	Public Health Practice Program Office	Southwest Center for Public Health Preparedness	\$228 K	12 mos	Dr. D. L. Johnson Dept of Occupational and Environmental Health
C3020702	National Center for Chronic Disease Prevention and Health Promotion	Relationships: Youth Assets and Teen Pregnancy	\$287 K	12 mos	Dr. R. F. Oman Dept of Health Promotion Sciences
C3021801	National Eye Institute	Studies of RPE65	\$220 K	12 mos	Dr. J. Ma Medicine Endocrinology
C3023501	National Cancer Institute	Correlative Studies of ErbB-2 and p53 in CALGB	\$119 K	12 mos	Dr. A. D. Thor Dept of Pathology
C3026201	Administration on Developmental Disabilities	Oklahoma Family Support One-Stop Project	\$100 K	12 mos	Dr. V. Martin Center for Learning & Leadership
C3026301	National Eye Institute	A New Therapy for Diabetic Macular Edema	\$366 K	12 mos	Dr. J. Ma Dept of Medicine

AWARD NO.	AGENCY	TITLE	VALUE	PERIOD	PI(S)
C3026501	Center for Mental Health Services	Indian Country Child Trauma Center	\$600 K	12 mos	Dr. B. L. Bonner Center on Child Abuse and Neglect
C3026601	Fogarty International Center	Preventing FAS/ARND in Russian Children	\$145 K	5 mos	Dr. B. L. Bonner Dept of Pediatrics
C3026701	United States Department of Education	Oklahoma Bioinformatics Training Program	\$174 K	12 mos	Dr. J. J. Ferretti Office of the Provost
C5007404	Presbyterian Health Foundation	M.D./Ph.D. Fellowship Program	\$250 K	12 mos	Dr. J. J. Tomasek Graduate College Office of the Dean
C5009904	Presbyterian Health Foundation	M.D./Ph.D. Fellowship Program-OMRF	\$250 K	12 mos	Dr. J. J. Tomasek Graduate College Office of the Dean
C7021101	SmithKline Beecham Corporation	Baboon Sepsis Model	\$953 K	14 mos	Dr. G. T. Kinasewitz Medicine Pulmonary
C8053001	Abbott Laboratories	Depakote ER: Manic Phase-Bipolar Disorder	\$134 K	12 mos	Dr. H. Patel Dept of Psychiatry and Behavioral Sciences
<b>Totals</b>	<b>29</b>		<b>\$13,207 K</b>		

## SECTION 2-GENERAL POLICIES

The Board of Regents is constitutionally vested with the governance of the University. Within its authority is the governance of all faculty personnel matters, including without limitation, academic freedom and responsibility, appointments, evaluations, academic misconduct, and academic appeals. Specific provisions pertaining to faculty personnel policies and related matters may be set forth in the Faculty and Staff Handbooks, student handbooks such as the Student Code of Responsibilities and Conduct for the Norman Campus, and/or other official policy documents of the respective campuses. Any modifications to a Board of Regents policy in the policy documents referred to above or elsewhere must be made through action of the Board of Regents.

### 2.1—FACULTY PERSONNEL POLICIES — NORMAN CAMPUS

*(The numbers at the beginning of certain paragraphs and within the text refer to Norman Campus Faculty Handbook numbering.)*

It is the policy of the University to recognize and implement the functions assigned to it by the Oklahoma State Regents for Higher Education. These functions are ~~teaching, research, continuing education and public service~~ teaching; research; and creative and scholarly activity; and professional and University service; and public outreach. The responsibility for carrying out this policy is shared by the ~~University Board of Regents, administrative officers, and the general #Regular #Faculty~~.

Since 1942, the Regular Faculty has actively participated in the origination, formulation, and implementation of University policies through a democratically-elected Faculty Senate. Today, there are two Senates, one for the Norman Campus and one for the Health Sciences Center Campus. The charters for these two Faculty Senates may be found in this Manual.

#### 2.1.1—THE ~~GENERAL~~ REGULAR FACULTY (3.1)

The ~~General Regular Faculty of the Norman Campus~~ of the University is composed of all faculty members with regular appointments including tenure track, tenured, and consecutive term/renewable term appointments at the rank of assistant professor, associate professor, and professor. ~~The Norman Campus General Faculty does not include faculty members with temporary appointments.~~

~~All legislative powers of the faculty relative to the University as a whole are vested in the General Regular Faculty. These legislative powers are exercised either directly by the General Regular Faculty or by the Faculty Senates on the Health Sciences Center Campus and the Norman Campus. The Faculty Senates are responsible to the General Regular Faculty for all action taken in its behalf.~~

Additional policies related to the General Regular Faculty and the Faculty Senates are contained in the Charters of the General Regular Faculty and Faculty Senates of the University of Oklahoma on the Health Sciences Center and the Norman Campuses.



2.2.1—ACADEMIC FREEDOM AND RESPONSIBILITY (3-2)

(Legal Counsel is drafting statement on ~~INSTITUTIONAL ACADEMIC FREEDOM~~ to add here)

Institutional Academic Freedom

The accumulation and exchange of knowledge are among the preeminent purposes of the University, and the acknowledgement of individual academic freedom is one of the cornerstones to ensure such purposes are achieved. Equally important in meeting these goals is the recognition of the right inherent in the responsibility of the Board of Regents to govern the University. "[I]t is the business of a university to provide that atmosphere which is most conducive to speculation, experiment and creation. It is an atmosphere in which there prevail 'the four essential freedoms' of a university—to determine for itself on academic grounds who may teach, what may be taught, how it shall be taught, and who may be admitted to study." *Sweezy v. New Hampshire*, 354 U.S. 234, 263; 77 S.Ct. 1203; 1 L.Ed.2d 1311 (1957)

ACADEMIC FREEDOM (3-2-1)

The 1940 Statement of Principles on Academic Freedom and Tenure with 1970 Interpretive comments of the American Association of University Professors has long been recognized as providing a reliable and authoritative guidelines for policy and practice in American colleges and universities. The statement on academic freedom below is essentially a restatement of these principles, with some clarification and extension consistent with their intent and with later declarations by the Association. In formulation that follows, these principles have been adopted as University policy by the Board of Regents of The University of Oklahoma.

- a) Faculty members are entitled to full freedom in research and publication, subject to any restrictions set by law or by applicable codes of professional ethics, and subject to adequate performance of their other academic duties and to stated University policy on outside employment; but, except under conditions of national emergency, a faculty member should not undertake to do research on University time or using University facilities or funds under any agreement which would (except for a definitely and reasonably limited time) prohibit open communication of the results.
- b) Faculty members are entitled to freedom in the classroom in discussing their subject, but it is inappropriate for a teacher persistently to intrude material which has no relation to the subject of instruction.
- c) As members of the community, university teachers have the rights and obligations of any citizen. They measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. In speaking or acting as private persons, faculty members avoid creating the impression of speaking or acting for their college or university. As a citizen engaged in a profession that depends upon freedom for its health and integrity, the

university teacher has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

- d) As citizens, university teachers should be free to engage in political activities consistent with their obligations as teachers and scholars. Subject to University policy, Some activities, such as seeking election to an office for which extensive campaigning is not required, or service in a part-time political office, may be consistent with effective service as a member of the faculty. ~~More extended or intensive activity may require that the faculty member request a leave of absence. A leave of absence incident to political activity should come under the normal rules and practices respecting leaves of absence; and it should not affect the tenure status of a faculty member, except that time spent on such leave does not count as probationary service.~~
- e) Freedom of access to recorded knowledge being essential to learning and research in a democracy, the right and the obligation of the university to provide a full range of materials on any subject, even though some views might be currently unpopular or controversial, or appear incorrect, shall not be infringed. The principles of academic freedom shall apply to the presence of materials and also to those who provide and those who use them.

The University of Oklahoma endorses the 1957 declaration of the American Association of University Professors which “.....asserts the right of college and university students to listen to anyone whom they wish to hear.....affirms its own belief that it is educationally desirable that students be confronted with diverse opinions of all kinds, (and) therefore, holds that any person who is presented by a recognized student or faculty organization should be allowed to speak on a college or university campus.” Duly constituted organizations at ~~the University of Oklahoma~~ may invite speakers without fear of sanctions. However, in the exercise of these rights, it is clearly recognized that: “Membership in the academic community imposes on students, faculty members, administrators, and trustees an obligation to respect the dignity of others, to acknowledge their right to express differing opinions, and to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression on and off the campus. The expression of dissent and the attempt to produce change, therefore, may not be carried out in ways which injure individuals or damage institutional facilities or disrupt the classes of one’s teachers or colleagues. Speakers on campus must not only be protected from violence but must be given an opportunity to be heard. Those who seek to call attention to grievances must not do so in ways that significantly impede the functions of the institution.” (1970 declaration of the AAUP Council)

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**ACADEMIC RESPONSIBILITY (3-2-2)**

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The concept of academic freedom shall be accompanied by an equally demanding concept of academic responsibility. Nothing in the following statement is intended to abridge in any way the principles and procedures advanced in the 1940 Statement of Principles on Academic Freedom and Tenure with 1970 Interpretive Comments of the American Association of University Professors. This statement is derived in substantial measure from the AAUP 1966 Statement on Professional Ethics.

Faculty members have responsibilities to their students. They shall encourage in students the free pursuit of learning and independence of mind, while holding before them the highest scholarly and professional standards. Faculty members shall show respect for the student as an individual and adhere to their proper role as intellectual guides and counselors. They shall endeavor to define the objectives of their courses and to devote their teaching to the realization of those objectives; this requires judicious use of controversial material and an avoidance of material which has no relationship to the objectives of a course.

Faculty members shall make every reasonable effort to foster honest academic conduct and to assure that their evaluations reflect, as nearly as possible, the true merit of the performance of their students, regardless of their race, ~~ereed~~color, sex, national origins, age religion, disability or political beliefs. Faculty members shall avoid any exploitation of students for private advantage and acknowledge significant assistance from them.

Faculty members have responsibilities to their colleagues, deriving from common membership in a community of scholars. They shall respect and defend the free inquiry of their associates. In the exchange of criticism and ideas, they should show due respect for the opinions of others. They shall acknowledge their academic debts and strive to be objective in the professional judgment of their colleagues. Although service must be voluntary, faculty members should accept a reasonable share of the responsibility for the governance of their institution. If driven by his or her conscience into dissent, the faculty member shall take care that this dissent does not interfere with the rights of colleagues and students to study, research, and teach.

Faculty members have responsibilities to their discipline and to the advancement of knowledge generally. Their primary obligation in this respect is to seek and to state the truth as they see it. To this end, they shall devote their energies to developing and improving their scholarly competence. They shall exercise critical self-discipline and judgment in using, extending, and transmitting knowledge, and they shall practice intellectual honesty.

Faculty members have responsibilities to the educational institution in which they work. While maintaining their right to criticize and to seek revisions, they shall observe the stated regulations of the institution, provided these do not contravene academic freedom. Faculty members shall determine the amount and character of the work they do outside their institution with due regard to their paramount responsibilities within it. When considering the interruption or termination of his or her service, the faculty member recognizes the effect of such a decision upon the program of the institution and gives due notice of the decision.

## 2.1.3--FACULTY ACCOUNTABILITY (3.3)

A faculty member is held accountable for his or her performance in fulfilling faculty duties (Section 3.6) and in meeting the requirements of academic responsibility and University policies. Persons who accept full-time employment at the University of Oklahoma owe their first duty and first loyalty to the University. Any other employment or enterprise in which they engage for income must be secondary to their University duties (Section 3.2). The most immediate agents of faculty accountability are the faculty member's chair or (for the Norman Campus) chair or director and Committee A, who should maintain close and regular communication with the faculty member. Among the various mechanisms for ensuring faculty accountability, the most important include annual evaluations for possible salary increases, annual progress towards tenure letters for tenure track faculty on the Norman Campus, post-tenure reviews for tenured faculty on the Norman Campus, and such periodic evaluations as those for advancement in rank. These processes have the primary function of identifying meritorious performance to be rewarded, but they also provide a means by which the University may strengthen itself, by identifying needs for improved performance.

Meritorious and responsible faculty performance is first and foremost an individual professional obligation. But it is also the product of a cooperative effort by faculty members and administrative officers assisting one another, informing one another, jointly seeking to assure that each faculty member's capabilities are developed fully and creatively. Performance that is lacking in merit or responsibility, when identified, is a challenge both to the individual and to the academic unit and its leaders, in their exercise of the unit's career development responsibilities. Just as faculty members are held accountable for their performance, administrators of academic units are held accountable for their leadership in the career development of the faculty in their units.

Counseling, career development support, and other kinds of administrative remedies are available to academic units in their normal operations, as a means of attempting to rectify poor professional performance or breaches of academic responsibility. If normal administrative remedies fail to correct a faculty member's poor professional performance or breach of academic responsibility, the President may consider applying a minor sanction, such as a formal reprimand. Prior to any such action, the President shall have consulted fully with the appropriate academic administrative officers including the appropriate chair or director, dean, and Senior Vice President & Provost.

For those cases where they are needed, the University has at its disposal the more drastic measures of severe sanctions, dismissal, and abrogation of tenure (See Section 3.8).

2.1.4—ATTENDANCE AT SUMMER INSTITUTES

Administrative officers on 12-month appointments and in direct charge of academic programs, upon proper prior application and recommendation, may be allowed to attend summer institutes designed to improve or maintain their scholarly qualifications for their University work at no expense to the University other than the continuation of regular salary during the period of the institute, subject to the following conditions:

- 1) The faculty member will be expected to count the time spent in the institute as vacation time.
- 2) A maximum of two weeks beyond his entitlement of vacation time may be spent in the institute without loss of salary.
- 3) The frequency of such an arrangement may not be greater than once in three summers.

Approval of such an arrangement in each individual case ~~will~~ may be given by the President upon recommendation of the appropriate dean, ~~and Senior Vice President and Provost,~~ based upon the work ~~load~~ in the academic unit involved, the appropriateness of the institute to the applicant's work, and the ability to handle the applicant's work during his absence at no extra cost to the University. (RM, 5-13-65, p. 147)

2.1.5—FISCAL RESPONSIBILITY ~~(3.4)~~

In each case where tenure is awarded, there must be assurance that continuing financial support can reasonably be anticipated. ~~The President of the University, or his or her designee~~ Senior Vice President & Provost for each campus, in conjunction with the respective deans, shall determine ~~annually which~~ whether sources and amounts of that funds are sufficiently secure to support the University's ~~awarding of tenure awards and what portion of those funds are to be available to each academic dean for tenure awards within the colleges.~~

2.1.6—PROFESSIONAL ACTIVITIES OF THE FACULTY ~~(3.6)~~

Above all else, the University exists for learning and scholarship of a breadth and depth that result in excellence in all of the University's major functions: ~~teaching, research, and service~~ teaching; research and creative/ and scholarly activity; and professional and University service; and public outreach. Each academic unit has an obligation to contribute to each of the ~~three~~ functions of the University. Faculty members play a central role in the realization of these functions and fulfill the obligations of the academic unit by contributing their unique expertise and competence. Decisions regarding tenure, promotions, and

salary increases are based upon an assessment of the faculty member's performance and contributions to the total mission of the University (See Sections 3.7.4, 3.11, and 3.12).

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**TEACHING (3.6.1)**

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Teaching, which is the transmission of knowledge and cultural values, focuses upon helping students to learn. As a part of its mission, the University is dedicated to undergraduate, graduate, professional, and continuing education. The term teaching as used here includes, but is not restricted to, giving regularly scheduled instruction, directing graduate work, and counseling and advising students. This includes the direction or supervision of students in reading, research, clinical rotations, internships, residencies, or fellowships. Faculty supervision or guidance of students in recognized academic pursuits that confer no University credit should also be considered as teaching. Faculty performing non-administrative professional duties for which they are employed shall be regarded as engaged in teaching when the clear and direct purpose and function of these activities are academic instruction. Professional librarians in the discharge of their professional duties shall be regarded as engaged in teaching.

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**RESEARCH OR AND CREATIVE/SCHOLARLY ACHIEVEMENT (3.6.2) ACTIVITY**

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Research, which is the development and validation of new knowledge, focuses upon faculty participation in the extension of knowledge and maintenance of professional development and vitality. The term research as used here is understood to mean systematic, original investigation directed toward the enlargement of human knowledge or the solution of contemporary problems. Creative/Scholarly achievement activity is understood to mean significantly original or imaginative accomplishment in literature, the arts, or the professions. The criteria for judging the original or imaginative nature of research or creative/scholarly accomplishments activity must be the generally accepted standards prevailing in the applicable discipline or professional area. To qualify as research or creative/scholarly activity-achievement, the results of the endeavor must be disseminated and subject to critical peer evaluation in a manner appropriate to the field in question.

Included as a meritorious type of scholarly achievement are technology transfer successes and patent awards.

*(May need to add statement below on knowledge transfer / economic development—  
Legal is reviewing tax issue)*

Included as a meritorious type of scholarly achievement are technology transfer successes, and patent awards.

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**PROFESSIONAL AND UNIVERSITY SERVICE AND PUBLIC OUTREACH (3.6.3)**


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Professional and University Service and Public Outreach is work done, or duties performed, by a faculty member to advance the interests and capabilities of various communities, either inside or outside of the University. These activities should stem from the faculty member's professional expertise (which is expertise deriving from the individual's professional activities in the categories of research and creative/scholarly achievement, teaching, and service; teaching; research and creative/scholarly achievement activity; and professional and University service; and public outreach; as described herein), and they should support and enhance the faculty member's scholarly stature. The evaluation of professional and University service and public outreach should be in terms of quality and effectiveness of performance and should take into account: (1) the relation of the service and public outreach to the general welfare and efficacy of the University's missions; (2) the relation to the welfare and furtherance of the faculty member's discipline; (3) the effect of the service and public outreach on development of a faculty member's value, professional competence, or professional skills; (4) the enhancement of the capabilities of University colleagues in their scholarly activities, teaching, or service; teaching; research and creative/scholarly achievement; and professional and University service; and public outreach.

~~The specific provisions pertaining to the types of faculty service and public outreach recognized on the Norman and HSC Campuses are set forth in the Faculty Handbooks of the Norman Campus and HSC Campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a University policy in a Faculty Handbook must be made through action of the Board of Regents.~~

*The red text below will continue to appear in the Norman Campus Faculty handbook Handbook)*

In encouraging appropriate service and public outreach and in its evaluation, it is convenient to distinguish service and public outreach as taking place within three primary communities: the community of the scholarly discipline of the faculty member, the University community, and the community of the public at-large. The weighting of these three components of service and public outreach may vary according to the specific academic unit and individual assignments within the unit. Each academic unit shall establish, publish, and periodically review criteria for evaluating service and public outreach. The criteria, which should be reflective of the unit's objectives, shall be approved by the dean after providing the opportunity for review and consultation by appropriate University bodies that may especially rely on, or benefit from, specific service and public outreach activities in that unit. Appropriate University bodies shall be designated by the dean and Senior Vice President and Provost.

In cases in which extensive service and public outreach assignments might limit a faculty member's involvement in any area of faculty responsibility, the relative weighting of categories for evaluation may need to be modified. A written understanding should be approved by the dean and the chair of the academic unit at the time the assignment is made, and filed in the Provost's Office of the Senior Vice President and Provost. Such extensive service and public outreach assignments might include, for example, serving as a high-ranking official for a professional society or a professional journal, serving as

the chair of a department or vital University committee, or serving as the director of a public outreach center.

Service to the Discipline - The continued advancement of knowledge or artistic achievement within a scholarly discipline relies integrally on leadership and service provided by its practitioners at state, national, and international levels. The leadership and service activities of a faculty member ~~in~~ on behalf of these communities brings prestige to the University, and enhances the University's visibility and its scholarly and academic reputations. Service to the discipline might include activities such as: official service in relevant professional societies; service on state, national, or international commissions, advisory boards, or agencies related to the faculty member's discipline or profession; service on academic review or accreditation boards; editing of professional journals or other publications; reviewing of books in professional journals; reviewing of research grant proposals; refereeing of research papers submitted for publication; and participation ~~ing~~ in organizing research conferences or professional meetings.

Service to the University - The nature of the academic enterprise is such that the faculty shares in the formulation of University policies and in making and carrying out decisions affecting the educational and scholarly life of the University. Accordingly, faculty members have a responsibility to contribute to the government and leadership of the University through timely participation on committees, councils, or other advisory groups at the department, college, and University level. In addition, faculty members are sometimes called upon to perform extensive administrative tasks that are essential to the operations of the University. These include positions such as department chair/director, associate or assistant dean, or director of a program or special center.

~~Service to the Public Outreach~~ - Public service outreach is the application of knowledge gained through professional activities; it generally focuses upon resolution of contemporary problems, ~~technology transfer. (moved into research category)~~ policy analysis, identification of new areas for inquiry and development, and sharing knowledge with the larger geographical community. Appropriate public service outreach activities might include: artistic or humanistic presentations; health care delivery; professional consultation; service on local, state, national, or international commissions, advisory boards, or agencies (public or private); participation in a professional capacity in programs sponsored by student, faculty, or community groups; participation in continuing education instructional activities including those sponsored through the College of Continuing Education; service in an organizational or advisory capacity for particular University programs; and public relation activities that serve the University's interests such as appearance as a University representative before government bodies or citizen groups. (end NC text)



2.1.7—SABBATICAL LEAVES POLICY

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**PURPOSE**

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Sabbatical leaves of absence are among the most important means by which an institution’s academic program is strengthened, a faculty member’s teaching effectiveness enhanced, and scholarly usefulness enlarged. The major purpose is to provide opportunity for continued professional growth and new or renewed intellectual achievement through study, research, writing, and training.

However, a faculty member does not automatically earn a sabbatical leave. Instead, it is an investment by the University in the expectation that the sabbatical leave will significantly enhance the faculty member’s ability to contribute to the objectives of the University. There should be a clear indication that the improvements sought during a sabbatical will benefit the work of the faculty member, department, college, and the University. Only sabbatical leave proposals that meet this criterion will be accepted and approved by the University. Sabbatical leaves are supported as an investment in the future of the faculty member and the future of the faculty member’s students at the University of Oklahoma.

The purposes for which a sabbatical leave may be granted may include:

- Research on significant problems and issues.
- Important creative or descriptive work in any means of expression; for example, writing or painting.
- Postdoctoral study at another institution to update teaching skills.
- Other projects satisfactory to the University.

It should be demonstrated that such work cannot occur as effectively during the regular work schedule of the faculty member.

Normally, the University will not grant a sabbatical for the purpose of pursuing work on the terminal degree in the person’s faculty member’s academic field.

Adherence to the plan submitted by the faculty member is expected. Within two months of returning from leave, the faculty member shall submit to the Senior Vice President and Provost, through the chair or director and college dean, a report of activities undertaken, which will be used in evaluating future applications for sabbatical leaves.

A faculty member who is on sabbatical leave shall not be penalized on matters of salary consideration. The report on the sabbatical will be used in consideration for merit raises in subsequent years.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policy pertaining to the awarding of sabbatical leaves. The specific provisions pertaining to the policy and procedures for awarding sabbatical leaves are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.~~

~~(The following red text is included in both both the Norman Campus and Health Sciences Center Faculty Handbooks; the Health Sciences Center text appears in green)~~

### Conditions of Award

Approval of a sabbatical leave of absence with full or partial pay depends on the ability of the applicant's ~~faculty member's~~ college to absorb the financial obligation and on the college's ability to provide teaching without loss of quality.

A ~~person-~~ faculty member applying for a sabbatical leave and receiving a stipend for the same period from another institution or agency may still receive a sabbatical provided that it appears to the Senior Vice President and Provost that it is in the best interest of the University and will be needed to prevent financial loss to the ~~person-~~ faculty member obtaining the sabbatical.

Normally, ~~persons-~~ faculty on sabbatical leave at full pay may not receive additional compensation from within the University for teaching in Advanced Programs, Liberal Studies, Interession, or other University programs, since such activities would diminish the sabbatical time for study and creative activity. However, the Senior Vice President and Provost may approve exceptions provided that it appears to be in the best interest of the University. ~~Persons-~~ Faculty on sabbatical shall resign from all councils, standing committees, and administrative advisory committees of the University, except graduate students' committees, in order to devote their full time to their projects. The obligation to supervise and advance the work of graduate students shall continue during the sabbatical leave.

As a condition of receiving approval of a sabbatical leave, ~~the~~ sabbatical recipient shall sign a statement of commitment to return to the University for one year following the sabbatical or to remit the salary and cost of benefits received from the University during the sabbatical leave, unless this requirement is waived by the President, in writing.

### Benefits Payable

Employment benefits for faculty members on full sabbatical with salary will continue at full benefits levels. Employment benefits for faculty members on sabbatical leave at less than full salary will be as follows:

With Accidental Death/Dismemberment and Dental insurance will continue at full benefit level. Social Security contributions will be based on the actual salary paid, and the normal Defined Contributions Plan will be computed by reducing the salary that is exempt (normally the first \$9,000) in the same proportion to the sabbatical FTE. For example, for a faculty member on sabbatical leave at half pay for a year, the exempt salary will be reduced to \$4,500.

### Eligibility

The semesters that are counted toward eligibility for sabbaticals are the fall and spring semesters only and do not include the summer term.

After six years of service, faculty on nine-month appointments may be granted a sabbatical leave at half pay for a period not to exceed two semesters or at full pay not to exceed one semester. After six years of service, faculty on 12-month appointments may be granted a sabbatical leave at half pay for a period not to exceed 12 months or at full pay for a period not to exceed six months. The term "six years of service" refers to full-time appointments in a regular faculty appointment at The University of Oklahoma, but not counting leaves of absence without pay. The term "six years of service" also includes other full-time service at The University of Oklahoma that has been included in the probationary period for tenure. Such service at other institutions of higher learning shall not be included.

A faculty member's eligibility to apply for subsequent sabbatical leaves is established by length of service following return from the previous sabbatical leave in accord with the schedule referred to above. Conditional exceptions to the rule may occur when a faculty member who is otherwise formally determined to merit a sabbatical leave is obliged to postpone it for the convenience of the University. In exceptional cases, the President may determine the period of delay be considered as part of the period of service establishing eligibility to apply for the next sabbatical leave.

### Procedures

The procedure to be followed in applying for a sabbatical leave shall be as follows:

The faculty member shall apply to the department. After recommending approval or disapproval, the department chair or director shall submit the application to the college dean by February 1 for sabbaticals beginning in the following academic year or later and no later than July 15 for sabbaticals beginning the following spring semester. The dean will hold all applications for comparative review and recommend, by ranking in order of merit, to the appropriate Senior Vice President and Provost. The Senior Vice President and Provost may seek the advice of the Council on Faculty Awards and Honors. The Senior Vice President and Provost will recommend to the President, who will make recommendations to the Board of Regents for the April and September meetings respectively. (RM, 5-11-78, p. 14960; amended, 9-9-82, p. 17181; 4-12-84, p. 17876; 1-17-85, p. 18239; 7-23-87, p. 19826; 1-24-95, p. 24220)

## 2.2—FACULTY APPOINTMENTS

### 2.2.1—APPOINTMENTS ~~(3.5)~~

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all faculty appointments and related matters. The specific provisions pertaining to faculty appointments and related matters are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.~~

*(The red text below appears in both the Norman Campus and HSC Faculty Handbook. The blue text below appears in the HSC Faculty Handbook.)*

~~Any~~ Regular faculty appointment(s) to an academic position must be either (a) a tenure-track appointment (beginning and terminating at a specified date) or (b) a tenured appointment (beginning with and following the granting of tenure) or (c) renewable term /consecutive term appointment (renewable annually for a fixed term); and must be at the rank of assistant professor, associate professor, or professor. Temporary appointments with remuneration are also for specified periods.

3.5.1 Appointment of New Faculty - In the appointment of new faculty, action is initiated by the academic unit through the respective dean to the Senior Vice President and Provost, President, and in accord with the prevailing policies of the Board of Regents. The University follows the law of the land regarding affirmative action ~~(should this be equal opportunity, ?)~~.

(a) ~~Official Formal Offer~~ - The formal offer of appointment must come from the Senior Vice President and Provost or the President. The offer will include the statement that the appointment is contingent upon the approval of the University Board of Regents. Enclosed with the formal offer of rank and salary will be a copy of the Faculty Handbook, together with supplementary information on such matters as retirement, group insurance, and patents.

(b) Contract - If the appointment is approved by the Board of Regents, a Contract of Employment will be furnished to the applicant for signature if the ~~appointment~~ formal offer is accepted. Included in this contract will be the approved rank and salary and a statement indicating that the applicant has read the Faculty Handbook along with the necessary additions to reflect policies current at the time of appointment and accepts appointment in accord with the University policies specified, with the understanding that policies of the University are subject to change by the Board of Regents. ~~(See also par. (a), Section 3.7.3).~~

3.5.2 Appointment Period for the Norman Campus - Faculty appointments for the academic year are made for the period August 16 through May 15, though the instructional period may not correspond

isely to these dates. It is the responsibility of the appropriate chair or dean to notify each faculty member of the date the faculty member is expected to start work. The appointment period for the first semester ends December 31, even though the semester may end at a different time.

Some faculty members on the Norman Campus who have administrative responsibilities are appointed on a 12-month basis, for the period July 1 through June 30.

~~3.5.2.1 Appointment Period for the HSC Campus—Most faculty appointments at the Health Sciences Center are 12-month appointments for the academic year, July 1 through June 30. However, the instructional periods may not correspond precisely to the faculty appointment dates. Some faculty are appointed on a 9- or 10-month basis. The appointment period for the second semester begins January 1, even though the semester may begin at a different time.~~

~~Summer session term appointments for both campuses for the regular eight-week period are effective June 1 through July 31. Again, the appointment period does not coincide exactly with the instructional period.~~

3.5.3 Tenure-Track, Tenured, Renewable Term/Consecutive Term, and Temporary Appointments - Faculty appointments may be tenure-track, tenured, renewable term/consecutive term, or temporary. Prior to the awarding of tenure all full-time faculty appointments with the title of assistant professor, associate professor, and professor are tenure-track appointments, except as provided in Section 3.5.3(a) below; following the award of tenure, such appointments are tenured.

For simplicity, the term “regular faculty appointment” is employed to refer to those appointments which are either full-time tenure-track appointments or, tenured appointments, or renewable term/consecutive term appointments at the above-specified academic ranks of assistant professor, associate professor, or professor.

(a) All other academic appointments are temporary and may be indicated by such titles as instructor, lecturer, ~~or~~ preceptor, or by the use of such adjectives as visiting, adjunct, clinical (HSC Center), affiliate, or acting. On the Norman Campus, temporary faculty may be appointed with either modified or unmodified titles as recommended by the academic unit in conformance with the Senior Vice President and Provost’s Recommended Faculty Title Usage policy. Persons holding temporary appointments are not eligible for tenure and their contract shall so specify.

(b) ~~Except for faculty members with clinical/technical appointments, as defined by the academic unit involved, those appointed full-time to a temporary rank may serve a maximum of seven years in this rank, after which any additional appointment must be regular. The seven-year limitation on temporary appointments may be waived by the Senior Vice President and Provost with respect to clinical/technical appointments upon the application of the dean made with the approval of the academic unit involved and a showing that such a waiver would contribute to the accomplishment of the goals of the academic units in which the clinical/technical appointments are held. Renewable term/consecutive term faculty with the rank of assistant professor, associate professor, professor, or professor are regular faculty but are not are tenure track nor tenured. Any academic unit may request such faculty appointments, if the unit has dean~~

and Senior Vice President and Provost approved requirements for evaluation; and promotion of these faculty. Ranked (Assistant, Associate, Professor) renewable term faculty participate fully in all aspects of faculty governance except deliberations regarding tenure.

At no time may the number of renewable term faculty exceed ten percent of the number of tenure-track and tenured faculty on the Norman eCampus.

3.5.4 ~~Joint~~ Split Appointments - Appointments between two or more academic units or colleges are not only possible but are encouraged when they benefit the University, provided they (a) do not total more than 1.0 Full-Time Equivalent (FTE) and (b) are approved by all the units and colleges involved. Such appointments must have the approval of the appropriate administrative officials of all units involved.

Before a faculty member receives a ~~joint~~ split appointment, the appropriate academic units must first mutually determine, and record in writing, and secure administrative approval for, all conditions of the appointment pertaining to such matters as probationary period, criteria for tenure and promotion, and procedures for recommending salary increases and reappointment or non-reappointment. The appointee shall receive a copy of this agreement.

In the case of faculty members holding a ~~joint split~~ appointment, ~~one academic unit and college shall have primary responsibility for promotion and tenure; it is expected that the Chair/Directors and Committees A from both units shall collaborate on one annual evaluation, one progress-towards-tenure letter, and one record for any other form of review and evaluation. In the case wherein there is disagreement between the academic units as to the appropriate evaluation, the next higher academic administrator shall resolve the conflict. For split appointments wherein both academic units are within the same college, this person shall be the academic dean of the college; for split appointments across two colleges or provost-direct academic units, this person shall be the Senior Vice President & and Provost.~~

3.5.5 Part-Time Faculty Appointments - A part-time faculty appointment is one at less than 1.0 Full-Time Equivalent (FTE). At the time of any part-time faculty appointment, the appointee and the University must reach a clear understanding of the terms of the appointment. This understanding shall be in writing and the appointee shall be given a copy.

~~ADJUNCT APPOINTMENTS NON-REGULAR FACULTY APPOINTMENTS ---Persons affiliated with the University faculty for special purposes; shall not be considered to hold appointments to the regular faculty; and shall be indicated by use of the title adjectives "Adjunct", "Visiting", or "Affiliate" prefixed to usual faculty titles; e.g., Adjunct Associate Professor or Visiting Assistant Professor. A non-regular Adjunct appointee shall have no voice or vote in faculty or department meetings and is not entitled to faculty fringe benefits or to achievement of academic tenure within THE DEPARTMENT IN department in which they the appointee holds such appointment. The term of appointment shall be temporary. (RM, 12-6-60, pp. 6704-05, edited; 3-29-00, p. 26909) (end NC text)~~

### FACULTY APPOINTMENTS-

**3.3**

(The text below appears in the Health Sciences Campus Faculty Handbook)

Faculty appointments may be tenure track, tenured, consecutive term, temporary or volunteer (see Section 3.3.3). The type of appointment will be determined by the academic unit in consultation with the appointee and with the approval of the dean, the Senior Vice President and Provost and the University administration.

- (a) Full-time faculty appointments with unmodified academic titles (assistant professor, associate professor, and professor) shall be limited to those faculty who devote their full-time professional effort to direct University activities (see Section 3.6) and who are compensated by the University or University-approved sources.
- (b) When service to the University (defined in Section 3.6.3) is used as a basis for full-time academic appointment, teaching, research, clinical activities, and/or administration of academic units must constitute a major part of the faculty member's assigned duties. Exemption from this provision may be made with the consent of the academic unit, the Dean of the College, and the Senior Vice President and Provost.
- (c) Faculty who devote less than their full-time professional effort to direct University activities as defined above shall be eligible for faculty appointment with a modified academic title (visiting, adjunct, clinical, etc.).

(Regents, 1-26-99, 12-3-02)

- (d) Volunteer faculty appointments have a modified academic title, and are without remuneration.

(Regents, 12-3-02)

Appointment of New Faculty

3.3.1

In the appointment of new faculty, action is initiated by the academic unit through the respective Dean to the Senior Vice President and Provost, and to the President, in accord with the prevailing policies of the University Regents.

Official Offer – The formal offer of appointment must come from the Senior Vice President and Provost or the President and will include the statement that the appointment is contingent upon the approval of the University Regents. The letter of offer will specify academic rank, appointment type (with tenure, tenure track, consecutive term, or temporary), beginning date of employment, salary, full-time equivalent, the length of pretenure period if tenure track (see Section 3.9.1 and 3.9.3), and any special conditions pertaining to the appointment. Enclosed with the formal offer will be a copy of the *Faculty Handbook*, together with supplemental information on such matters as faculty benefits.

Initial assignments as set forth in the letter of offer may be changed and do not constitute an agreement that the assignments will remain the same throughout the faculty member's employment.

- (a) Contract – If the appointment is approved by the University Regents, faculty with regular (tenure track, tenured, or consecutive term) appointments will be furnished a Contract of Employment for signature. Included in this contract will be the approved rank and salary. The Contract will contain a statement indicating that the applicant has read the *Faculty Handbook* and accepts appointment in accord with the policies specified, with the understanding that policies of the University are subject to change by the University Regents. Any exceptions to these policies must be described in the Contract.

In addition to the Contract for Employment, the appointee will receive a written statement provided by the department chair defining the appointee's initial teaching research, professional/clinical service and administrative responsibilities and other special conditions pertaining to the appointment. The department chair will also provide tenured, tenure track and consecutive term appointees with copies of the department and college tenure and promotion criteria.



(c) Compensation – The University recognizes that the professional effort of the faculty member may result in compensation in addition to the guaranteed base salary provided by the University. The conditions of such compensation are set out in each college's Professional Practice Plan and/or Faculty Compensation Plan.

(Regents, 7-15-96, 12-3-02)

**Appointment Period**

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Most faculty appointments at the Health Sciences Center are 12-month appointments for the academic year, July 1 through June 30. However, the instructional periods may not correspond precisely to the faculty appointment dates. Some faculty members are appointed on a 9 or 10 month basis. The appointment period for the second semester begins January 1, even though the semester may begin at a different time. Summer session appointments for the regular eight-week period are effective June 1 through July 31.

the responsibility of the appropriate chair or dean to notify each faculty member of the date to start

(Regents, 7-15-96)

**Tenure Track, Tenured, Consecutive Term, and Temporary Appointments**

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Full-time tenure track or tenured appointments are regular appointments.

(a) Consecutive term appointments are regular appointments. All consecutive term appointments are non-tenure track. There are no restrictions placed on the number of renewable consecutive terms that may be served.

Eligibility for consecutive term appointments shall be determined by the academic unit, the dean, the Senior Vice President and Provost, and the University administration. This understanding shall be specified in the contract. The length of the consecutive term appointment shall end with the academic year.

(b) No individual may be appointed to a regular faculty appointment until all Affirmative Action requirements have been completed.

Temporary appointments begin and end at specified times and do not extend beyond the end of each academic year. Temporary appointments do not require approval by the University Regents for salaries under \$60,000. No notice of non-reappointment is required for temporary appointees. Temporary faculty may not appeal non-reappointment to the Faculty Appeals Board. Except as noted in Section 3.3.7(c) all appointments less than 1.0 FTE are classified as temporary appointments.

Temporary appointments are indicated by titles such as instructor, lecturer, or associate, or are modified by such prefixes as visiting, adjunct, clinical, or acting. Other temporary titles are referred to in Section 3.2.1(b). Faculty on temporary appointments are not eligible for tenure and their letters of offer shall so specify.

Full-time faculty may serve a maximum of seven years in a temporary rank. Additional appointments must be regular (see 3.3.3(a)). The seven-year limitation on temporary appointments may be waived by the Senior Vice President and Provost, upon the application of the Dean, and with the approval of the chair of the academic unit involved and the concurrence of the individual faculty member affected.

(Regents, 7-15-96, 1-26-99, 12-3-02)

### Joint and Secondary Appointments

**3.3.4**

- (a) Joint appointments – Joint appointments in two or more academic units or colleges are possible. Joint appointments consist of a primary appointment in two academic units or colleges, and cannot total more than 1.0 Full-Time Equivalent (FTE). Joint appointments must be approved by both academic units and colleges involved, the Senior Vice President and Provost, the President, and the University Regents consistent with the criteria below.

Before a faculty member receives a joint appointment, the appropriate academic units must mutually determine, record in writing, and secure administrative approval for the length of the pretenure period, and criteria for tenure, promotion, and reappointment or non-reappointment. The academic units must provide a written description of the faculty member's teaching, service, research and administrative responsibilities and other special conditions pertaining to the joint appointment. The faculty member shall receive a copy of this written statement.

(Regents, 7-15-96, 12-3-02)

- (b) Secondary appointments – In recognition of teaching, research, or service contributions outside their primary department, faculty members may have one or more secondary appointments in other academic units. Secondary appointments are modified by such prefixes as adjunct or clinical.

(Regents, 12-3-02)

### Part-Time Appointments

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A part-time appointment is one at less than 1.0 Full-Time Equivalent (FTE), has a modified title, and is considered temporary (see 3.3.3 (d)). At the time of any part-time appointment, the faculty member and the University must reach a clear understanding of the terms of the part-time appointment. This understanding shall be in writing and the faculty member shall be given a copy.

(Regents, 7-15-96, 12-3-02) (end HSC text)

## 2.2.2—NON-ACADEMIC PERSONNEL

The President is authorized to recommend for the Board of Regents' approval certain non-academic personnel for designation to academic status. (RM, 1-4-62, p. 6980, edited)

2.2.3—RESERVE OFFICERS' TRAINING CORPS PERSONNEL, NORMAN CAMPUS

The senior line officer of each department (Army, Naval, and Air Force) shall be given the rank of Professor; the executive officer (next senior officer) shall be given the rank of Associate Professor; the other officers shall be given the rank of Assistant Professor or Instructor. Officers who arrive for duty and who are interested in undertaking graduate work may be designated as Special Instructors instead of Assistant Professors so they will not be precluded from receiving a graduate degree, which, under regulations of the Graduate College and the University, cannot be conferred on faculty members with academic rank higher than Instructor; non-commissioned officers and petty officers shall be given the title of Instructor.

An academic rank once assigned to an officer shall be retained by him or her during ~~his—the~~ entire tenure with the University unless he or she is promoted to a higher faculty position, even though a more senior line officer becomes either the commanding officer or executive officer, except when regulations of a branch of the Defense Department provide that only one officer may be designated as Professor and Associate Professor on a campus. (RM, 2-13-52, p. 4254-55; 6-25-70, p. 10379) July 29, 2002<sup>1</sup>

2.2.4—RESEARCH PROFESSOR FACULTY POSITIONS – NORMAN CAMPUS**DESCRIPTION**

The research ~~professor~~ faculty position is a non-tenure track, with renewable term appointment at the rank of assistant professor, associate professor, or professor whose compensation is generated by grants and/or contracts. This track is used to recruit and retain top research scholars to support and enhance the major research programs and initiatives at ~~The University of Oklahoma~~. Candidates for these positions must demonstrate significant capability or potential both to conduct high quality research and to obtain external funds. The primary responsibilities of these faculty will be research; creative/scholarly activity and research-related activities such as proposal writing, project management, ~~technology transfer,~~ and teaching; and service and public outreach specifically linked to their research programs (for example, supervision of graduate students and service for professional organizations). Notwithstanding the term of

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<sup>1</sup> Why is this date here?

u appointment, the existence of any research professor position is at all times subject to the availability of grant, contract, or bridge funding, as provided below.

~~The procedure outlines below are the only route for appointing research professors.~~

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all research faculty appointments. The specific provisions pertaining to research faculty appointments and related matters are set forth in the Faculty Handbook—Norman Campus as approved by the Board of Regents. The provisions of this handbook is Regents policy. Any modifications to this Faculty Handbook must be made through action of the Board of Regents~~

*(The red-text below will appear in the Norman Campus fFaculty hHandbook the Health Sciences Center Faculty Handbook-text appears in green).*

H. Recruitment and Appointment ~~process~~ of ~~Research~~ Faculty

Since this policy covers a position devoted primarily to research, with some related teaching, and service public outreach responsibility, it is expected that both the Vice President for Research and the Senior Vice President and Provost will have a determining role in the approval of personnel covered by this policy.

A university research group is eligible for a research professor faculty position when it can document that the group has a research program that can bring in sufficient funds to pay all costs of the program plus those of the proposed position for at least three years without additional Educational & General University funding.

In addition, the academic unit with which the research professor faculty is most closely allied shall have policies in place for recruiting, evaluating, and promoting research professors faculty at the ranks of assistant, associate, and full research professor. These policies shall be determined by the academic unit in conjunction with the director of the research program and Committee A and approved by the dean, Vice President for Research, and Senior Vice President & Provost.

Candidates for research professor faculty positions are to be recruited and appointed through a process similar to that used for hiring other temporary faculty, except as provided in this policy. The director of the research group will request from the Senior Vice President and Provost, in consultation with the Vice President for Research, permission to recruit for the position. The positions may be advertised in appropriate national publications, and applications shall be reviewed by a search committee chaired by the director of the research group funding the position. The search committee shall also consist of tenure track or tenured faculty within the academic unit and at least one tenure track or tenured faculty member from outside the academic unit. Applicants for these positions shall be considered eligible if they meet the required qualifications determined by the head of the research program and the other members of the search committee. The search committee shall recommend a candidate to the academic unit's Committee

A and ~~C~~chair/~~D~~director for approval. The Committee A and ~~C~~chair shall present the approved candidate, along with a recommendation for rank, to the tenured and tenure-track faculty for a vote.

Once the academic unit has made a recommendation and the academic dean has endorsed this recommendation, the credentials of the candidate and the final recommendation to hire ~~a~~ the candidate for the research professor faculty position shall be reviewed by the Research Council, whose recommendation shall be forwarded to the Senior Vice President and Provost for review prior to presentation to the President and the ~~OU~~ Board of Regents. All subsequent practices currently in place for temporary faculty appointments would apply in these cases as well. Contractuals documents shall state clearly these appointments will not become tenure track.

Research ~~professor~~ faculty appointments are temporary, renewable appointments not subject to the seven-year probationary period applicable to tenure-track faculty. Should a tenure-track position become available in the academic unit, an individual in a research ~~professor~~ faculty position is eligible to apply. Standard external search procedures for tenure track vacancies are to be rigorously followed.

#### III. Salary, Bridge Funding, Promotion, and Raises for Research Faculty

The salary awarded those appointed to these positions will be paid from the grant(s) and/or contract(s) funding the research program. Initial salary and rank will be commensurate with experience and national standards. Continued employment of a research ~~professor~~ faculty during the term of the contract will depend on the availability of external funding. In the event of a break in the continuity of funding during the period of a research professor's faculty member's appointment, the individual may apply, with the approval of his or her research unit, for bridge funding only after three years of service, subject to two limitations: (1) the individual will be eligible for bridge funding in an amount equal to one-half the total indirect cost generated by the grants and contracts on which he or she has been appointed, up to a maximum of 12 months' salary, and (2) the University will provide no more than 12 months of salary, regardless of the amount of indirect cost generated. The University will establish budgetary procedures for bridge funding. Academic units will not be required to assume any obligations for funding of research ~~professor~~ faculty salaries. All bridge funds shall come from a percentage of indirect costs set aside in an escrow account.

The budgetary considerations of these positions will follow the same path as do regular faculty appointments. That is, after a candidate is selected and ~~approved from~~ approved by the academic unit attained, the ~~financial~~ formal offer of appointment and budget agreement are subject to the approval and control of the appropriate budget ~~D~~dean and Senior Vice President and Provost.

Evaluation and promotion procedures for research ~~professors~~ faculty shall be those applicable to other temporary faculty, except that the nature of their non-tenure, renewable term appointments means that they will be evaluated and promoted primarily based on their research and funding productivity. Raises will be awarded in the same manner as they are for regular faculty.

#### IV. Governance Issues for Research Faculty

~~Research professors faculty (non-tenure track, renewable term)~~ do not have the same responsibilities and concerns as regular faculty, and they are excluded from participating in the governance roles within the University; i.e., research ~~professors faculty~~ are not governing faculty. Such faculty shall not be eligible to vote regarding departmental affairs, policies, and procedures, tenure, promotion, administrative searches, Committee A, the Faculty Senate, or other similar governance issues.

#### V. Caps on Research ~~PROFESSOR~~ Faculty Appointments ~~POSITIONS~~

An initial cap on ~~these~~ research ~~professor~~ faculty appointments will be set at five percent of the number of all tenured/tenure-track faculty appointments on the Norman Campus. After a full evaluation of the program, the percentage may increase up to ten percent, but not beyond that point.

#### VI. Impact Evaluation

The impact of ~~these~~ research ~~professor~~ faculty appointments will be reviewed at regular intervals. The first such review will occur after three years; then review will occur every five years. These periodic evaluations will be undertaken by the Senior Vice President and Provost, the Vice President for Research, the University Vice President for Technology Development, and the Faculty Senate or their ~~above~~ appointees of above. (RM, 5-7-99, p. 26381) (end NC text)

### 2.2.5—ENDOWED CHAIRS AND PROFESSORSHIPS

Faculty may be appointed to endowed chairs and professorships.

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#### CRITERIA FOR SELECTION

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Specific criteria for the selection of occupants may be established for particular chairs as appropriate. To qualify for an endowed chair or professorship, a faculty member must be distinguished within a particular academic field or an interdisciplinary program.

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#### SEARCH COMMITTEE

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The ~~Senior Vice President and Provost~~, with advice and counsel of the appropriate Senior Vice President & and Provost, the appropriate dean, and ~~department head~~ the appropriate chair/director, will appoint the Search Committee. Search Committees for occupants of endowed chairs and professorships shall be composed of (1) two faculty members from the academic unit concerned, (2) two outside individuals distinguished within the relevant area and appointed by the President, and (3) either the dean of the relevant college or a faculty member appointed by that dean. (The Board of Regents prefers and expects the dean to serve.)

At least one member will be from outside the University and at least one member from another college. The President and the Senior Vice President and Provost will meet with the Search Committee (and the dean and department head if appropriate) to hear their recommendations. The Senior Vice President and Provost, after consultation, may make a recommendation to the President. The President may approve and forward the appointment to the Board of Regents or may reject it and request further searching.

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#### TERM OF THE AWARD

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For endowed chairs only, the appointee must be a tenured faculty member or must receive tenure on appointment to an endowed chair in accord with the applicable Faculty Handbook's Section 3.7.3 (e). Endowed professorships do not carry such stipulations. The term of an endowed chair, unless contract stipulations require otherwise, is continuous until retirement or until the endowment is withdrawn. (RM, 4-14-77, p. 14348; amended 6-15-78, p. 15036; 6-27-95, p. 24483)



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**FUNDING ENDOWED CHAIRS FROM PROFESSIONAL PRACTICE PLAN FUNDS**

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At the Health Sciences Center Campus, ~~T~~he transfer of professional practice plan funds to the Regents' Fund for the purpose of establishing and funding endowed chairs for the College of Medicine is authorized. (RM, 12-13-79, pp. 15796-97; 3-29-00, p. 26909 )

2.2.6—REAPPOINTMENT AND NON-REAPPOINTMENT ~~(3.5.6)~~

The red text below appears in the Norman Campus Faculty Handbook. The Health Sciences Center Faculty Handbook text appears in bluegreen.

Action on the reappointment of tenure-track and renewable term/consecutive term appointees is initiated by the academic unit through the respective dean to the Senior Vice President and Provost, President, and Board of Regents. Any final decision not to reappoint a faculty member ~~is~~ shall be determined by the Board of Regents

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**NOTIFICATIONS OF EXPIRATION ~~NON-REAPPOINTMENT~~ OF TENURE-TRACK OR RENEWABLE TERM/CONSECUTIVE TERM CONTRACT ~~(3.5.7)~~**

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- a) A faculty member with a regular appointment who is not to be reappointed for a second year of service must be so notified no later than March 1; or, if the first year of appointment terminates at a time other than the end of the academic year, not less than three months before the end of the appointment period.
- b) A faculty member with a regular appointment who is not to be reappointed to a third year of service must be so notified no later than December 15 of the second year of appointment; or, if the second year of appointment terminates at a time other than the end of the academic year, not less than six months before the end of the appointment period.
- c) A faculty member with a regular appointment who is not to be reappointed to a fourth or subsequent year of service must be so notified no later than May 31 of the year preceding the final year of appointment; or, in the case of an appointment ending at a time other than the end of the academic year, not less than twelve months before the end of the appointment period.
- d) All notifications of non-reappointment shall be given in writing by the Senior Vice President and Provost.
- e) If the notification practices prescribed in the foregoing paragraphs of this section are not followed, the faculty member may appeal to the Faculty Appeals Board.

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**Notifications of Non-Reappointment of Tenure Track or Consecutive Term Appointment**

**3.3.8**

Notification on the non-reappointment of individuals having a tenure track or consecutive term appointment is initiated by the chair of the academic unit through the respective dean to the Senior Vice President and Provost, President, and University Regents.

- (a) A faculty member with a tenure track or consecutive term appointment who is not to be reappointed for a second year of service must be notified by March 1. If the first year appointment terminates at a time other than the end of the academic year, notice must be given at least three months before the end of the appointment period.
- (b) A faculty member with a tenure track or consecutive term appointment who is not to be reappointed to a third year of service must be notified by December 15 of the second year of appointment. If the second year appointment terminates at a time other than the end of the academic year, notice must be given at least six months before the end of the appointment period.
- (c) A faculty member with a tenure track or consecutive term appointment who is not to be reappointed to a fourth or subsequent year of service must be notified by May 31 of the year preceding the final year of appointment. If the appointment ends at a time other than the end of the academic year, notice must be given at least twelve months before the end of the appointment period.
- (d) All notifications of non-reappointment shall be given in writing by the Senior Vice President and Provost.
- (e) The faculty member may appeal non-renewal of appointment to the Faculty Appeals Board only if notification practices prescribed in the foregoing paragraphs of this section are not followed.

(Regents. 7-15-96, 1-26-99, 12-3-02)

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**RESIGNATION (3.5.8)**

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A faculty member who elects to resign his or her appointment ~~at the end of an academic year~~ is obligated to give notice in writing at the earliest possible opportunity, ~~(but not later than May 15)~~, or thirty days after receiving notification of the terms of his or her appointment for the coming year, whichever date is the later. A faculty member may request a waiver of this requirement.

## 2.3—FACULTY EVALUATION

### 2.3.1—FACULTY EVALUATION, ADVANCEMENT IN SALARY, AND PROMOTION IN RANK (3.11)

Faculty evaluation is a continuous process, both prior to and following the granting of tenure. An annual review of each faculty member's performance is the responsibility of the academic deans and the specific academic units. A systematic procedure for accomplishing such evaluations shall be developed in each academic unit, with the participation and approval of the dean and the Senior Vice President and Provost. The criteria for evaluation shall be carefully and clearly stated. ~~Although the criteria stated in Section 3.7.4 are basic to an on-going faculty evaluation system~~ Specific faculty assignments within an academic unit and the specific mission of the a particular academic unit may modify the relative have different weight percentages of effort distributed across ~~given to any one~~ the areas of professional activity (teaching, research and creative activity, service teaching, research, and creative/ and scholarly activity; and professional and University service; and public outreach) if, in consultation with the dean and Senior Vice President &-and Provost, this is determined to assist the entire University in best meeting its mission.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policy pertaining to faculty evaluation, advancement in rank, and promotion in rank. The specific provisions pertaining to faculty evaluation, advancement in rank, and promotion in rank are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.~~

*(The red-text below ~~should~~ appears in the Norman Campus Faculty Handbook) The Health Sciences Center Faculty Handbook text appears in blue-green.*

All salary adjustments and promotions in rank shall be based on systematic evaluations of faculty performance.

#### 3.11.1 Salary Adjustments

(a) The most frequent reflection of a continuing faculty evaluation system is in the annual recommendations for merit salary increases. Deserving faculty should be rewarded, within the limits of the financial resources of the University, for meritorious performance.

(b) Each academic unit, with the participation and approval of the dean and the Senior Vice President and Provost, shall establish and publish specific criteria for evaluating faculty performance in that unit,

consistent with overall University evaluation procedures, so that any ensuing disagreements on salary recommendations will arise only through differences of opinion concerning evaluation and application of the criteria rather than over the criteria themselves. These criteria may be changed by the faculty of the unit from time to time with the approval of the dean and the Senior Vice President and Provost. The Senior Vice President and Provost's approval of the revised criteria shall indicate a date on which they become effective. The revised criteria for salary evaluation shall apply to all faculty beginning with the academic year following the effective date.

(c) Under no circumstances will merit increases in salary be based upon race, ~~sex~~, color, national origin, sex, age,  ~~creed~~, or religion, disability, political beliefs, or status as a veteran.

(d) At times when a faculty member is recognized with a special award designating a specific merit increase in salary to accompany the award, such special monetary award will be treated as additional to any increase recommended through normal procedures.

(e) In certain circumstances, merit salary increases may cause the salary of a faculty member to equal or exceed the salary of faculty in higher ranks. Such a situation is perfectly acceptable provided the salary levels are fair reflections of the respective merits in effort and achievement of the faculty.

### 3.11.2 Procedures for Recommendations on Salary Adjustments

Procedural guidelines for salary recommendations are as follows:

(a) The academic unit will annually collect (1) achievement data from all the academic unit's faculty and (2) evaluations of each ~~individual's~~ faculty member's performance from those who are in supervisory positions and from other sources agreed upon as suitable in departmental policy.

(b) For each faculty member, the Chair (along with Committee A, where appropriate) will prepare a recommendation based upon a comparison of faculty performance with University and departmental criteria (Section 3.10), and forward a documented recommendation to the dean.

(c) The dean will review each recommendation and notify the Chair of any changes or adjustments made.

(d) The salary recommendations from the college will be forwarded from the dean to the Senior Vice President and Provost for additional discussion, further recommendations, and administrative action.

(e) Each faculty member may request the reasons for the salary recommendation that was made. It is the duty of the chair to discuss such matters individually with the unit's faculty. These discussions should take place as soon as feasible following delivery of the official salary notifications ~~from the President's office~~.

### 3.11.3 Adjustments of Salary Inequities

Upon occasion, adjustments in salary may be needed to correct inequities caused by annual variations in available funds, changing conditions in the academic profession or in the economy, or other elements beyond the University's control. The responsibility for making adjustments, where needed, lies primarily with the dean, who, after consultation with the appropriate academic unit, recommends to the Senior Vice President and Provost specific salary adjustments to correct evident inequities. Such adjustments should be made as funds are available without causing disruption to the merit reward system.

### 3.8 SALARY ADJUSTMENTS

- (a) The most frequent reflection of a continuing faculty evaluation system is in the annual recommendations for merit salary increases. Deserving faculty should be rewarded, within the limits of the financial resources of the University for meritorious performance as set out in the specific criteria for evaluation of faculty performance (Section 3.9.4).
- (b) Under no circumstances will merit increases in salary be based upon race, color, national origin, sex, age, religion, disability, or status as a veteran.
- (c) In certain circumstances, merit salary increases may cause the salary of a faculty member to equal or exceed the salary of faculty in higher ranks. Such a situation is perfectly acceptable, provided the salary levels are fair reflections of the respective merits in effort and achievement of the faculty.

### Procedures for Recommendations on Salary Adjustments

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Procedural guidelines for salary recommendations are as follows:

- (a) The chair of the academic unit will annually collect (1) achievement data from all academic units' faculty and (2) evaluations of each individual's performance from those who are in supervisory positions and from other sources agreed upon as suitable in departmental policy.
- (b) For each faculty member, the chair will prepare a recommendation based upon a comparison of faculty performance with University and departmental criteria (Section 3.7) and forward a documented recommendation to the dean.
- (c) The dean will review each recommendation and notify the chair of any changes or adjustments made.
- (d) The salary recommendations from the college will be forwarded from the dean to the Senior Vice President and Provost for additional discussion, further recommendations, and administrative action.

The chair will discuss with each faculty member the reasons for the salary recommendation that was made. It is the duty of the chair to discuss such matters individually with each faculty member in the unit. These discussions should take place as soon as feasible following approval of the budget by the University Regents.

### Adjustments of Salary Inequities

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Upon occasion, adjustments in salary may be needed to correct inequities caused by annual variations in available funds, changing conditions in the academic profession or in the economy, or other elements beyond the University's control. The responsibility for making adjustments, where needed, lies primarily with the dean. After consultation with the appropriate academic unit, the dean recommends to the Senior Vice President and Provost specific salary adjustments to correct evident inequities. Such adjustments should be made as funds are available, without causing disruption to the merit reward system.

(Regents, 12-3-02)

#### 3.12 Advancement in Rank

Advancement in rank is a major way in which the University recognizes a faculty member's achievements. A promotion is not a routine reward for satisfactory service but reflects a positive appraisal of high professional competence and accomplishment.

### 3.12.1 Criteria for Promotion

Decisions to promote a faculty member must be made in light of a thorough evaluation of his or her performance in all the areas of faculty activity ~~(See Sections 3.6.1 through 3.6.3).~~

The candidate's performance is judged by all recommending parties against the academic unit's written statement of criteria for promotion to the rank in question, the approved written assignment for the candidate, and any special conditions pertaining to the candidate's appointment (See Section 3.7.3 (a)).

Each academic unit, in concert with the dean and the Senior Vice President and Provost, shall establish and publish specific criteria for promotion in that unit. These criteria may be changed for promotion in that unit from time to time with the approval of the dean and the Senior Vice President and Provost. The Provost's approval of the revised criteria shall indicate a date on which they become effective. The revised criteria for promotion shall apply to all faculty in the unit beginning with the academic year following the effective date. These statements of criteria determine the emphasis placed on the various areas of faculty activity, subject to the following conditions:

(a) Qualifications for promotion in all units should include attainment of high standards in ~~teaching, research or creative achievement, and professional service and University service~~ teaching, research, and creative and scholarly activity; and professional and University service; and public outreach; and the evaluation should be substantially the same process as followed in tenure considerations (Section 3.7.4).

(b) Service in a given rank for any number of years is not in itself a sufficient reason for promotion.

(c) Promotion should indicate that the faculty member is of comparable stature with others in his or her field at the same rank outside the University.

### 3.12.2 Procedures for Promotion Decisions

(a) Recommendations regarding advancement in rank shall originate in the academic units, by procedures to be determined by the Senior Vice President and Provost.

(b) The college dean or the Senior Vice President and Provost may, at his or her discretion, require an academic unit to initiate consideration of promotion for an individual faculty member. In such a case, the academic unit must forward a recommendation, whether or not it is favorable.

(c) While primary responsibility for gathering complete information on professional activity rests with the individual faculty member, the chair should assume a share of this responsibility to be certain that all promotion recommendations are initiated on the basis of full documentation. All such documentation must be considered by any person or group making a recommendation.



- (d) All recommendations must be in writing and, with the exception of a recommendation based on any polling of the unit's faculty members, all must include a statement of reasons for the recommendation made. Notification of all such recommendations made above the level of the academic unit, up to and including the recommendation of the Senior Vice President and Provost, must be provided to the unit's chair.
- (e) In all recommendations that are to be forwarded, the chair and Committee A members shall provide their recommendations. Each member shall record an independent opinion, by name, without obligation to represent majority departmental opinion. Reasons must be given for all recommendations.
- (f) Whenever possible, a promotion should be accompanied by an appropriate increase in salary. If budgetary limitations make this impossible in any particular year, an adjustment should occur at the next budget period when funds are available. Promotions should not be delayed because of budgetary constraints. Conversely, promotions should be earned on their own right and not be used as substitutes for salary increases. (RM, 2-12-76, 10-6-77, 11-10-77, 2-16-78, 3-9-78, 6-15-78, 7-19-78, 12-14-78, 5-8-80, 3-18-81, 6-18-81, 7-22-81, 9-17-81, 9-9-82, 12-15-83, 3-8-84, 12-13-84, 12-12-85, 1-15-87, 7-23-87, 5-9-91, 6-13-91, 7-27-93, 6-27-95, 1-14-97, 3-29-00)

### **3.11 ADVANCEMENT IN RANK**

Advancement in rank is a major way in which the University recognizes a faculty member's achievements. A promotion is not a routine reward for satisfactory service but reflects a positive appraisal of high professional competence and accomplishment as judged and evaluated by individuals in the faculty member's profession, at the local regional and national or international level as appropriate to the rank being sought, and by individuals within the University (see Section 3.11.1). Promotion decisions are to be made independent from tenure decisions.

#### **3.11.1 Criteria for Promotion**

Decisions to promote a faculty member must be made in light of a thorough evaluation of his or her performance in all the areas of faculty activity (Sections 3.6.1, 3.6.2, and 3.6.3) as specified in the department and college promotion and tenure criteria and procedures. Promotion criteria for tenure track faculty will mirror those criteria for tenure contained in Section 3.9.4.

Each college and department must have a document that sets forth the standards and procedures governing promotion and tenure of faculty within that college and department. The college and department documents may specify standards that are more specific than those of the University, provided they do not conflict with the standards of the University, and the procedures must be consistent with the procedures described herein. The document must be approved by the faculty of the college, by the dean,

and the Senior Vice President and Provost. The document must be distributed to the faculty of the academic unit.

The candidate's performance should be measured against the following institutional criteria, in addition to the criteria defined in the college and department promotion documents:

Promotion to assistant professor is usually based on an advanced degree, and/or certifications(s) that are standard prerequisites for an academic appointment in their discipline, appropriate experience, and promise for academic accomplishment;

- (a) Promotion to associate professor usually is based on five (5) or more years as an assistant professor, a sustained record of academic accomplishment in teaching, research/scholarly achievement, and professional service, strong academic performance and promise. This record of accomplishment must document an emerging reputation of regional or national scope in the candidate's academic field. Professional publications will be an important element in assessing regional or national recognition, although other factors will also be considered.
- (b) Promotion to professor is a high honor, and usually is based on five (5) or more years as an associate professor and demonstration of superior achievements and continued excellence in their academic endeavors. Faculty at this rank should have fully achieved national or international recognition for work in their respective disciplines as evidenced by major contributions to teaching, research/scholarly achievement, and service.
- (c) Length of time in a given rank is not in itself a sufficient reason for promotion.
- (d) Promotion should indicate that the faculty member is of comparable stature with others in the same rank and discipline at peer institutions.

### **Procedures for Promotion**

### **3.11.2**

- (a) The process regarding advancement in rank shall originate in the academic units, according to procedures determined by the Senior Vice President and Provost.
- (b) The college dean or the Senior Vice President and Provost may require the chair of an academic unit to initiate consideration of promotion for an individual faculty member. In such a case, the academic unit must forward a recommendation, to the dean or Senior Vice President and Provost whether or not it is favorable.

(c) Primary responsibility for gathering complete information on professional activity rests with the individual faculty member. In general, documentation of the individual's academic accomplishments should include, but not be limited to the following:

1) Complete and up-to-date vita, including a summary of college and university degrees earned, all professional employment, all professional honors and awards, and an up-to-date list of books and journal publications by author in sequence. Manuscripts in press or submitted for publication and abstracts should be listed separately.

2) Letters of evaluation of academic performance in teaching, research/scholarly achievement, and service will be solicited by the chair after consulting with the candidate. Normally, there should be three (3) letters of evaluation from individuals outside the University of Oklahoma considered established authorities in the discipline who are in a position to evaluate the candidate's academic performance and suitability for promotion. These letters may be solicited from individuals who were not suggested by the candidate. There should be three (3) internal (or local) letters of evaluation particularly relevant to teaching and service.

Examples of documentation of teaching, research/scholarly achievement, and service accomplishments noted in Section 3.9.5 (c) (3)(4)(5). The candidate is entitled to review the information in his/her motion file.

(d) All faculty in the department who are of equal or higher rank to which the candidate is being considered shall meet for a discussion of the candidate's qualifications for promotion.

Formal consideration for promotion shall originate with the polling by secret ballot of all faculty of equal or higher rank to which the candidate is being considered in the candidate's academic unit, including when practical, those who are on leave of absence. The chair of the academic unit or other administrative personnel required to submit a separate promotion recommendation shall not participate in this vote.

(e) All recommendations from the academic unit, chair, dean, Senior Vice President and Provost, and President must be in writing. Reasons must be given for all recommendations except for a recommendation based on any polling of the unit's faculty members. In all recommendations that are to be forwarded, the chair shall provide a separate recommendation with supporting reasons. Recommendations of the dean and Senior Vice President and Provost must be provided to the unit as well as to the candidate.

(f) Whenever possible, a promotion should be accompanied by an appropriate increase in salary. Promotions should not be delayed because of budgetary constraints. Conversely, promotions should be earned on their own right and not be used as substitutes for salary increases.

(Regents, 7-15-96, 1-26-99, 12-3-02)

CERTIFICATES

1--Certificates bearing the name and the Seal or Coat of Arms of the University may be issued only by ~~The University of Oklahoma~~, pursuant to the applicable legislation in each instance, as created by the President and Board of Regents and/or the State as represented by the Oklahoma State Regents for Higher Education or the Governor and/or Legislature of the State of Oklahoma. Academic Colleges, schools, departments, and other subdivisions of the University do not have such authority. (Oklahoma State Regents for Higher Education policy, II-2-41,6)

CREDIT CERTIFICATES

2--The Office of Admissions and Records is charged with the responsibility of administering the regulations governing the issuance of certificates. Except for those prepared by the Health Sciences Center and by the College of Continuing Education and Public Service as provided elsewhere in this policy, all certificates are to be printed under the supervision of the Office of Admissions and Records with their design and typography being prescribed the Office of Admissions and Records.

4--No certificates intended as an extension or elaboration of the curricular requirements for a degree shall be issued by the University or any subdivision thereof, nor shall certificates be issued for courses, programs of students study, or stages required by the University in the fulfillment of the prescriptions for degree.

5--Curricular programs based upon University policy and/or State legislation, for which University credit is allowed but for which no degrees are granted (as, for example, the program in Office Administration) may be recognized by certificates, in a form to be prescribed from time to time.

*(Delete unless Jim Pappas wants in)*

9--Certificates for ~~other~~ forms of professional proficiency other than those ~~hereinbefore~~ described above may be issued only if programs for the achievement of such proficiency have been approved by the University Board of Regents and/or the Oklahoma State Regents for Higher Education and are incorporated in the official publications of the University describing its curricular requirements. Nothing in this section shall be construed to contravene the provisions of Section 4 hereof.

NONCREDIT CERTIFICATES

*(Marcia Bennet and Jim Pappas are reviewing this language again)*

12--Noncredit Certificates (e.g.: certificates of participation, certificates of completion, certificates of achievement) may be issued through the College area of Continuing Education and Public Service recognizing achievement of proficiency in some designated area through successful completion of either single or multiple course, credit-free, University-sponsored continuing education activities (e.g.: short courses, conferences, workshops, professional development, and training). Such activities may be

conducted in association with recognized professional associations, business groups, government agencies, and/or other academic units of the University and the certificate may so state, although certificates may ~~only~~ be issued only in the name of The University of Oklahoma. Certificates shall designate their issuing authority as “The University of Oklahoma, Continuing Education and Public Service,” or if applicable, “The University of Oklahoma, College of Continuing Education and Public Service, in association with (name of appropriate professional association or academic unit).”

Courses or sequences of courses upon which such certificates will be based must be submitted for prior review to, and must conform to requirements for course content and quality established by a review committee composed of representatives of the College of Continuing Education and Public Service and of the University faculty.

Certificates recognizing achievement in credit-free College of Continuing Education and Public Service activities will be administered through the Office of the Vice President for University Outreach. That office will be responsible for the design, printing, issuance, and recording of all such certificates.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the endorsement of all OSRHE policy pertaining to non-credit certificates. The specific provisions proscribing the issuing of non-credit certificates are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.~~

*~~(The red text below will appear in both the Norman Campus and HSC Campus Faculty Handbooks. The Health Sciences Center Faculty Handbooks text appears in green text.)~~*

8. Programs leading to professional proficiency of such an order as those provided by the University for fellows, residents, interns, and for other programs of professional training, whether terminal and without degree status, post-degree, or post-doctoral, at the Health Sciences Center and/or affiliated hospitals may be recognized by certificates in a form to be prescribed from time to time.

10. Certificates issued in conformity with University and/or State legislation may be printed only in the name and under the authority of the University. Hence, no certificate of any character may be issued under authority of any other agency naming the University as a cooperating institution in the program of training sponsored cooperatively with the University by such agency, except as provided in Section 8 above.

11. Certificates may be issued by the University, pursuant to appropriate University and/or State legislation, as incorporated in the official publications of the University from time to time, for attendance at University-sponsored programs of formal instruction and/or research at the pre- and post-doctoral levels, and such levels shall be recognized in such certificates. Such certificates shall conform to the provisions of Section 10 hereof.

13. Certificates of participation in short courses, workshops, and professional gatherings may be issued by the colleges at the Health Sciences Center in a form to be prescribed from time to time, but such certificates shall avoid the appearance and/or the implications of academic credit or professional proficiency reserved to formal programs of academic study.

14. Certificates may be issued by the University, under appropriate legislation, to winners and participants in scholarly competitions sponsored by the University and conducted in its name, whether such contestants are of non-resident, high school, undergraduate, or graduate status, in a form to be prescribed from time to time.

~~16. The Regulations hereinbefore described shall supersede all previously published Regulations covering the subject of diplomas and certificates and shall take effect as of their date of passage.~~

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**AWARDING HONORARY DEGREES**

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~~Institutions in the Oklahoma State System of Higher Education are~~ The University is authorized to confer honorary degrees. (Oklahoma State Regents for Higher Education Policy II-2-39 (I-4))

**PURPOSE**

~~It is the intent of The University of Oklahoma to~~ will award honorary degrees only in recognition of extraordinary achievement ~~in such fields as science and technology, the arts and humanities, business and public service;~~ or in recognition of outstanding contributions to the welfare and/or enrichment of the University, State, nation, or world. ~~A~~ Recipients may be ~~an alumnus~~ or any individual who has made outstanding contributions to a field or profession represented at ~~The University of Oklahoma.~~

Though the University may award one honorary degree per each 1,000 conferred degrees, it is not obligated to award any or all allowed each year.

-Nominations are open to any individual, although no individual may nominate himself. It is incumbent upon the nominator to provide sufficient information to document the nominee's achievements and/or contributions. Such information may include a vitae, letters of endorsement, bibliographies, and other forms of documentation.

Honorary degrees shall not be conferred upon any faculty member, administrator, or other official associated with the University before such individual has been separated from the ~~institution~~ University for at least two years, nor awarded to any individual currently in State government.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the policy and procedures for selecting honorary degree recipients. The policy and selection procedures as approved by the Board of Regents are set forth in the faculty handbooks of the University of Oklahoma. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents~~



*(The red text below should be included in both the Norman and HSC Faculty Handbooks, and Health Sciences Center Faculty Handbooks text appears in green.)*

## SELECTION

Nominations are encouraged by March 1 each year for the awards to be presented the following spring.

Nominations will be reviewed, evaluated, and acted upon by the Honorary Degrees Screening Committee, which reports ing to the President. It shall consist of:

- Senior Vice President and Provost of the Norman Campus
- Senior Vice President and Provost of the Health Sciences Center Campus
- Vice President for University Development
- Vice President for Public Affairs
- two members of the Faculty Awards and Honors Committee, one appointed by the Faculty Awards and Honors Council and one appointed by the President
- one Norman Campus faculty member appointed by the Norman Campus Faculty Senate
- one Health Sciences Center Campus faculty member appointed by the Health Sciences Center Campus Faculty Senate
- three deans of degree recommending colleges (two from the Norman Campus and one from the Health Sciences Center Campus) appointed by the President
- one member of the OU Board of Regents appointed by the Chairman of the Board of Regents

Members other than the Senior Vice President and Provosts, Vice President for University Development, Vice President for Public Affairs, and the Regent member will serve one three-year term and may not be reappointed to a consecutive term.

The Committee shall conduct its deliberations in secret, and the nominations shall be kept secret. The Committee will forward its recommendation(s) to the President by May 1 so that the President may make a recommendation to the Board of Regents at its June or July meeting. The President may choose not to forward one or more of the recommended recipients to the Board of Regents. The President will seek the approval of the Oklahoma State Regents for Higher Education at its earliest scheduled meeting. Invitations to the recipients should be issued in early fall.

Honorary degrees will not be awarded in absentia unless extraordinary circumstances (as determined by the President) exist. Honorary degrees generally will be awarded at commencement, although they may be awarded at special convocations for extraordinary occasions. (RM, 3-8-90, p. 21626; 6-31-91, p. 22457; 1-28-98, p. 25758; 3-29-00, p. 26909)

## 2.6.5—PROGRAM DISCONTINUANCE

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the policy and procedures for academic program discontinuance. The policy and procedures as approved by the Board of Regents are set forth in the Norman Campus and HSC faculty handbooks of the University of Oklahoma. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.~~

*(The red text below will appear in the Norman Campus Faculty Handbook)*

## Program Discontinuance – Norman Campus

The success of any uuUniversity rests in large measure on the degree to which it is responsive to the needs of its students and those who support it. Responsiveness and accountability are essential elements of the fabric of a successful university. They do not assure excellence, but their absence invites failure. Because of the rapidity with which new knowledge is accumulated and disseminated, the relevance and emphasis of academic programs must be constantly reviewed.

wed in this light, the formal and systematic evaluation of programs is a positive approach to help ure that the programs maintain high levels of quality and are responsive to the needs of society, the g-term goals of the uuUniversity, and the students.

*(The text below will appear in the Norman Campus Faculty Handbook)*

The program reviews on the Norman eCampus are intended to occur every five years and are based on a document titled “Program Review,” which details the criteria and procedures of the review process.<sup>2</sup> It is possible a program review might produce an evaluation which suggests considering the discontinuance of a program, it is important to establish the policy by which discontinuance be considered and implemented. This document is intended to supersede the policy on program discontinuance which was approved by ~~The University of Oklahoma~~ the Board of Regents on November 10, 1977, as that policy had been written before formal program review procedures had been established.

## Definition of “Program”

As the unit of evaluation for the purpose of program review, a program can include, but is not limited to, an academic department, school, division, or organized research unit, ~~the same definition will be applied~~

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<sup>2</sup> Approved by the Faculty Senate January 12, 1987; revised by the Faculty Senate September 14, 1987; and January 11, 1993.

here.

### Criteria for Evaluating a Program

Criteria for determining whether a program should be discontinued ought to place the greatest emphasis on factors of quality, centrality, and demand, consistent with the mission of the University.

~~\*<sup>2</sup>Approved by the Faculty Senate January 12, 1987; revised by the Faculty Senate September 14, 1987, and January 11, 1993.~~

The following questions should guide the deliberations of those responsible for reviewing programs:

How good is the program?

How central to the mission of the University is the program?

What is the demand for the program?

What would the savings be if the program were discontinued? Would the reallocation of these resources outweigh their current utility?

What would be the effect of phasing out the program?

What are the future prospects of the program?

A more detailed list of questions to be used in evaluating a program will be found in the document titled "Program Review<sub>2</sub>".

### Procedures

#### Initial Steps

Consideration of program discontinuance can occur as a result of a number of events. It may be suggested during the academic program review process. However, the Senior Vice President and Provost may call for consideration of program discontinuance because of other events such as a massive loss of faculty or the obsolescence of a field. In any case, when the question of possible program discontinuance is raised, the Senior Vice President and Provost will make a determination regarding the appropriateness and feasibility of the suggested discontinuance. The Senior Vice President and Provost will then either terminate the considerations at this point or proceed in accordance with the following guidelines.

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<sup>2</sup> What does this asterisk refer to?

### Ad-Hoc Ad hoc Program Discontinuance Committee Membership

If the Senior Vice President and Provost decides that discontinuance shall be considered, he or /she will appoint ~~an~~ the ad-hoc ad hoc Program Discontinuance eCommittee to study the evidence and to make a recommendation. The composition of the ad-hoc ad hoc Program Discontinuance eCommittee will be as follows: Six faculty members, at least two of whom must be from outside the affected college(s); one or two students, depending on whether ~~or not~~ both undergraduate and graduate programs are involved; one non-voting representative from the Senior Vice President and Provost's Office; and one non-voting member of the Campus Departmental Review Panel if its report initiated consideration of program discontinuance. No voting member of the ad-hoc ad hoc Program Discontinuance eCommittee shall be a member of that Campus Departmental Review Panel. Four of the six voting faculty members will be selected by the Faculty Senate and two will be appointed by the Senior Vice President and Provost, with faculty from the program being considered for discontinuance excluded from serving on the ad-hoc ad hoc Program Discontinuance eCommittee. The student(s) will be appointed by the Senior Vice President and Provost in consultation with the appropriate student organizations. The members of the Program Discontinuance eCommittee will elect the Chair.

### Evaluation Process

It is crucial that all persons connected with or affected by the program(s) being considered for discontinuance be kept fully informed ~~{(normally through the offices of the dean(s) and chair(s)/director(s))}~~ at each stage of the review process, both as a matter of courtesy and to seek information from those most closely related to and most knowledgeable about the program(s). Every affected faculty member should be given the opportunity to bring any facts or considerations that he or she believes to be pertinent to the attention of the special ad-hoc ad hoc Program Discontinuance eCommittee, and appropriate procedures should be provided to encourage these inputs, either by appearances before the committee or by alternate procedures. It is also important that the faculty and administrations of closely allied programs that may be affected by any changes in the specific program(s) being considered be kept fully informed of the progress of the review.

There are a number of sources of information which should be considered by the ad-hoc ad hoc Program Discontinuance eCommittee in its deliberations. Among these are:

- Recommendations from deans and chairs/directors.
- The departmental self-study report(s), including both external and internal survey data, accreditation reports, the departmental statistical profile, and the department's personnel policy. (Reference "Program Review," January 11, 1993.)
- The most recent formal program review document by the Campus Departmental Review Panel, if available.
- Reports from the Internal Review Committee and/or the External Review Committee if the formal program review resulted in the formation of such committees.

In addition, the ~~ad hoc~~ ad hoc Program Discontinuance eCommittee will arrange for an open discussion and hearing regarding any recommendations for or against discontinuance of any program(s). The dean(s), chair(s), and the faculty unit(s) and individual faculty members of the program(s) involved will be invited to submit written commentaries and recommendations at the time or within one week of this general hearing. Further, the dean(s), chair(s), and the faculty unit(s) and individual faculty members of the program(s) involved may arrange for other interested parties inside or outside of the University to present oral or written arguments at the hearing.

After reviewing and weighing the considerations and recommendations presented in the public hearing and in the various written commentaries and reports, the ~~ad hoc~~ ad hoc Program Discontinuance eCommittee-Committee will make a recommendation to the Senior Vice President and Provost no later than three months after the appointment of the committee. A copy of this recommendation will also be sent to the program, unit, or department being considered for discontinuance. The program, unit, or department has the right to respond formally to the recommendation; and may do so by attaching an addendum to the ~~ad hoc~~ ad hoc eCommittee's-Program Discontinuance Committee's report no later than one month after receipt of the report.

The Senior Vice President and Provost will then send his/ or her recommendation to the President along with copies of all reports/commentaries/data received and a summary of recommendations that were made in the open hearing.

The President will then submit his or her recommendation to ~~The University of Oklahoma~~ the Board of Regents for final action.

#### Personnel Alternatives

If a decision is made to discontinue a program(s), the dean(s), chair(s), and every faculty member in the program shall be apprized in writing of that decision and, insofar as possible, of its probable effect on ~~each~~ him/her. When personnel actions are involved, the University will be guided by the following considerations:

The following dates of notification will be followed:

- A faculty member with a regular appointment who is not to be reappointed for a second year of service must be so notified no later than March 1; or if the first year of appointment terminates at a time other than the end of the academic year, not less than three months before the end of the appointment period.
- A faculty member with a regular appointment who is not to be reappointed to a third year of service must be so notified no later than December 15 of the second year of appointment; or if the second year of appointment terminates at a time other than the end of the academic year, not less than six months before the end of the appointment period.

- A faculty member with a regular appointment who is not to be reappointed to a fourth or subsequent year of service must be so notified no later than May 31 of the year preceding the final year of appointment; or, in the case of an appointment ending at a time other than the end of the academic year, not less than twelve months before the end of the appointment period.
- A tenured faculty member who is not to be reappointed because of a program discontinuance must be so notified no later than May 31 of the year preceding the final year of appointment.

The University will make every reasonable effort to reassign tenured faculty members to positions for which they are properly qualified before dismissal results from the discontinuance of a program.

If the University adds positions during a three-year period following transfer or termination, such faculty members should be given priority for positions for which they are properly qualified.

In all cases of termination of tenured faculty because of the discontinuance of an academic program, the place of the tenured faculty member concerned will not be filled by a replacement within a period of three years, unless the released faculty member has been offered reinstatement and a reasonable time (not to exceed 45 days) in which to accept or decline it. The right of a faculty member to be employed in another position is subject, in accordance with paragraph 2.a.c of the Financial Emergency Policy approved by the University Board of Regents November 10, 1977, to the rights of other faculty members who have also been terminated or transferred.

A faculty member whose salary or FTE has been reduced shall have the same priority for restoration to    or    her former status over a new person.

A terminated faculty member has the right to have his    or    her termination reviewed by the Faculty Appeals Board to determine if these guidelines have been followed, but the circumstances of the program discontinuance shall not be reviewed.

To the extent possible, alternatives other than termination should be explored. Examples of such alternatives are early retirement, fractional appointments, and reduction in salaries.

Unless a substantial and serious imbalance in the quality within a given program would result:

- Untenured faculty should be terminated before tenured faculty.
- Seniority should be respected.
- ~~Affirmative Action~~ Equal Opportunity guidelines should be observed.

#### Student Alternatives

If a decision is made to discontinue a program(s), the students currently enrolled in the program shall be notified and every effort shall be made to allow them to finish their programs through continuous

enrollment of not more than four years. If it is not possible for currently enrolled students to complete their program for reasons beyond their control, the University may make special allowances for such students. Such allowances might include, but are not ~~be~~ limited to, the following: permitting the student to complete his or ~~her~~ program by taking work in related departments; accepting more than the usual number of transfer hours; and accepting major work taken by correspondence from ~~The~~ University of Oklahoma and other schools. (RM, 11-10-77, pp. 14708-12; 4-7-93, p.23301) (end NC text)



*(The ~~bluegreen~~ text below will appear in the HSC Faculty Handbook)*

#### Program Discontinuance – Health Sciences Center Campus.

In the event that program discontinuance is proposed, the Review Committee will be convened by its chair to review and evaluate all matters relating to the proposed discontinuance and to make recommendations.

The dean of the affected college and all faculty members of the affected department will be given the opportunity to appear before the Review Committee and to present written statements and documents. This opportunity also may be extended to the faculty and administration of programs that might be indirectly affected. The Review Committee may call upon any University personnel who might have pertinent information or advice.

Prior to completing its deliberations, the Review Committee will conduct an open hearing. At the hearing, oral and written comments from all interested persons will be accepted.

The Review Committee will submit a final report to the Senior Vice President and Provost within one month of the time it is charged by the Senior Vice President and Provost to review discontinuance of a program. This report will summarize all pertinent information and all written documents will be attached. In addition, the report will contain the Committee's findings of fact and recommendations and the rationale underlying its findings and recommendations.

The Senior Vice President and Provost will distribute copies of the report to the dean of the affected college and to all directly affected faculty members. Copies of the report also will be made available to other faculty, staff members, and students upon request.

Any person may submit a written response to the Review Committee's report within ten days following distribution. The Review Committee may modify its report after considering this material. Any modifications must be forwarded to the Senior Vice President and Provost within ten days following the distribution of the report.

After reviewing all relevant information, the Senior Vice President and Provost will forward his or her recommendation to the President. The report of the Review Committee, together with all attachments, also will be forwarded to the President. Copies of the Senior Vice President and Provost's recommendation will be distributed to the dean of the affected college and all directly affected faculty members. Items of disagreement between the Review Committee and the Senior Vice President and Provost will be resolved by the President. Final approval of the report will be by the President and the Board of Regents.

#### Terminations

(a) Faculty — If, after consideration of all possible ways of reducing expenditures, the general plan approved by the President necessitates the termination of faculty or staff, either selectively or as a result of program discontinuance, the dean of each college in consultation with the faculty of that college shall develop a specific plan for terminating employment of faculty in that college which shall be transmitted to the Senior Vice President and Provost. The Senior Vice President and Provost, in consultation with the deans, shall review the individual college plans and develop the overall plan for termination of faculty employment for the Health Sciences Center. Every termination of faculty employment must be justified on the basis that it will have an effect substantially less detrimental to the institution's ~~institution's~~ University's ability to fulfill its mission than would other terminations.

The plan for the termination of faculty employment shall be submitted to the Review Committee except that the representative of the Staff Senate shall no longer serve. The members of the Review eCommittee will elect a chair.

The Review Committee shall make recommendations to the Senior Vice President and Provost and the Health Sciences Center deans. When there are unresolved differences, all recommendations shall be submitted to the President.

The plan for terminating faculty employment shall be in accordance with the following guidelines:

1) To the extent possible, alternatives other than termination of employment should be explored.

Examples of such alternatives are early retirement, fractional appointments, and reduction of salaries, including annual base salary.

2) Unless a substantial and serious imbalance in the quality within a given program would result:

a. Employment of untenured faculty should be terminated before that of tenured faculty.

b. Performance, promise, seniority, and affirmative action guidelines should be considered in decisions concerning termination of untenured faculty.

c. Equitable reinstatement procedures should be established if the program is reinstated.

3) Where termination of employment is required:

a. Where termination of employment of faculty with tenure track or consecutive term appointments is required, procedures in regard to non-reappointment stated in the Faculty Handbook (See Section 3.2.7) should be observed, if possible. All notifications of non-reappointment shall be given in writing by the Senior Vice President and Provost.

b. Tenured faculty must be notified by the President of termination by May 31 of the year preceding the final year of appointment and at least 12 months before the end of the appointment period. The dismissal of tenured faculty must be approved by the Board of Regents (See Faculty Handbook Section 3.13).

4) Where employment of a tenured faculty member has been terminated or where he or /she has accepted alternative employment with the University, the faculty member has a three-year priority to return to his or -her original position or be employed in another position for which he or -she is qualified. Qualification for employment in another position within the University shall be determined by the head of the academic unit with a position vacancy. Within the three-year period, someone else shall not be employed to fill the faculty member's position or any other position for which the faculty member is qualified until the faculty member has been offered reinstatement or re-employment and has been given a reasonable time (not to exceed 45 days) within which to accept. It is the responsibility of the faculty member to keep the University informed of his/her address and availability for re-employment. The right of a faculty member to be employed in another position is subject, in accordance with paragraph 2. a-c, to the rights of other faculty members who have also been terminated or transferred. A faculty member whose salary or FTE has been reduced shall have the same priority for restoration of his/her former status as the faculty member, described above, whose employment has been terminated.

5) Each faculty member whose employment has been terminated has the right to have his or /her termination of employment reviewed by the Faculty Appeals Board to determine if these guidelines have been followed, but the circumstances of the financial emergency shall not be reviewed.

(b) Student — If a program is discontinued, students in the program shall be notified and every effort shall be made to allow them to finish their program. If it is not possible for students to complete their respective programs, the University may be obliged to make special allowances for such students. Special allowances might include, but are not be limited to, the following: permitting the student to complete his/her program by taking work in related departments; accepting more than the usual number of transfer hours; and accepting major work taken by correspondence from the University or other schools.

(c) Staff — If the general plan approved by the President entails the termination of employment of staff, the Senior Vice President and Provost, in consultation with the Health Sciences Center deans, and the ~~Vice P~~vice Presidents of the service areas, and representative(s) of the Staff Senate, shall suggest a more specific plan for termination of staff employment. Staff terminations will be handled in a manner which is consistent with the current Policy and Procedures for Reduction of Work Force at The University of Oklahoma. (RM, 9-6-78, pp. 15190-95; 11-10-83, pp. 17724-31; 3-29-00, p. 26909) (end HSC text)

## 2.7—UNIVERSITY LIBRARIES

### 2.7.1—DEFINITION OF RESOURCES

The University Libraries includes ~~books, periodicals, pamphlets, documents, newspapers, maps, music scores, photographs, manuscripts, micro-reproductions and other such materials purchased or acquired in any manner by the University, commonly preserved and used in libraries to aid students and investigators;~~ published materials in print, microform and electronic formats; unpublished textual materials; photographs; maps; sound recordings; video discs; motion picture films; and all other similar materials acquired and held for use by students, faculty, and other researchers.

### 2.7.2—THE ~~DIRECTOR~~ DEAN OF LIBRARIES AND HIS DUTIES

~~The University Libraries shall be in the charge of the Director of Libraries, who shall be responsible for their arrangement, care, and use, and for the organization of the library staff; in the purchase of books and similar material, he shall act in accordance with business methods approved by the Comptroller. He shall make to the President an annual report on the condition and the needs of the Library, and on the work of the staff. The Director may delegate appropriate powers to the assistants in charge of branch libraries.~~

The Dean of Libraries is the principal administrator for the University Libraries and is responsible for establishing the mission, goals, and policies of the University Libraries. The dean-Dean recommends appointment of all University Libraries personnel; plans and oversees the operations of the University Library and its branches; oversees special collections; coordinates acquisitions, and has budget authority over all University Libraries accounts. The dean-Dean represents the University Libraries to its campus constituency, and to professional peers off campus, and to the library profession at large. The dean of University Libraries reports to the Senior Vice President and Provost of the Norman Campus.

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#### APPOINTMENT AND STATUS OF DIRECTOR OF THE DEAN OF LIBRARIES

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~~The Director shall be appointed by t~~ The Board of Regents of the University appoints the dean of Libraries upon ~~on~~ upon the recommendation of the President. He shall have the rank of a dean.

### 2.7.3—THE UNIVERSITY LIBRARIES ~~FACULTY AND~~ STAFF

The staff of the Libraries shall consist of two groups: (a) professional librarians and specialists such as archivists and curators of collections, and (b) clerical and other such classified staff. Professional librarians and specialists shall be appointed by the University Regents on the recommendation of the Director of Libraries as approved by the President and shall have academic status, including usual

~~ademic privileges of retirement, sabbatical leave, etc. They may be granted tenure on individual recommendation by the Director and a committee of the library staff, approved by the President and the regents. The classified staff shall be appointed on recommendation of the Director according to usual procedures for such University personnel, and they shall be subject to University regulations and privileges for such classified personnel.~~

University Libraries personnel consists of faculty, professional librarians, and other staff. The Board of Regents appoints University Libraries faculty and professional librarians upon the recommendation of the Dean of Libraries as approved by the President. Other staff are appointed by the Dean of University Libraries consistent with established personnel policies of the University.

## BRANCH LIBRARIES

~~WITH THE APPROVAL OF THE COMMITTEE ON UNIVERSITY LIBRARIES AND THE PRESIDENT, THE DIRECTOR MAY ESTABLISH OR DISCONTINUE BRANCH LIBRARIES WITHIN THE UNIVERSITY. NO BRANCH LIBRARIES SHALL BE ESTABLISHED WITHOUT THESE APPROVALS.~~

### 2.7.4—COMMITTEE ON UNIVERSITY LIBRARIES

~~A There shall be a Committee on University Libraries on the Norman Campus which shall advise Director Dean in the allocation of book funds University Library resources and on matters of University Library policy. This committee is shall be a standing committee shall consisting of nine six members recommended by the Norman Campus Faculty Senate and, three members appointed by the President from a list of faculty members submitted by the Faculty Senate, and the Director of Libraries ex officio. The Dean of University Libraries is an ex officio member of the committee on University Libraries.~~

### -2.7.5—HEALTH SCIENCES CENTER LIBRARY

The Health Sciences Center Library shall be counted as a part of the University Libraries, and its development programs and acquisitions are coordinated with that those of the libraries University of Oklahoma Libraries on the Norman eCampus.

The Health Sciences Center Library is administered through the University of Oklahoma Health Sciences Center; and its director reports to the Senior Vice President & and Provost of the Health Sciences Center. This coordination shall be effected through the Provost, Health Sciences. The Health Sciences Center Library shall have its own faculty library committee. (RM, 9-12-63, pp. 7512-13, edited)

### 2.7.6—COLLEGE OF LAW LIBRARY

~~A budget for the Law Library should appear within the budget of the Law Center. Staff will be under the professional guidance of the general Library but administratively responsible to the College of Law. The Law Library budget should also appear in the general Library budget for the University as a whole. (RM, 3-24-70, p. 10262)~~

The College of Law Library is a separately administered library; and the College of Law is responsible for its budget. Its programs and its acquisitions are coordinated with the University of Oklahoma Libraries. The Director of the College of Law Library reports to the Dean of the College of Law. (RM, 3-24-70, p. 10262)

## 2.8—UNIVERSITY OF OKLAHOMA PRESS

The University of Oklahoma Press shall be a division of ~~the University of Oklahoma~~ and shall be administered by a director appointed by the President of ~~The University of Oklahoma~~ and approved by the Board of Regents.

The University of Oklahoma Press shall consist of two divisions:

- Publishing Division
- Sales Division

The Publishing Division shall remain under the direct supervision of the Director of ~~the University of Oklahoma Press~~; and shall be budgeted from ~~the University~~ appropriations from year to year, according to its needs.

The functions of the Publishing Division shall be to receive manuscripts and certify those acceptable for publication by ~~the University of Oklahoma Press~~; to edit, design, and generally prepare such acceptable manuscripts for manufacture into book, brochure, or pamphlet form; to maintain full control of its book manufacturing, including control over quality standards, scheduling requirements, bidding, and other requirements necessary to function efficiently and competitively as a business operation; to maintain all necessary relations between ~~the University of Oklahoma Press~~ and such publishers and authors of scholarly manuscripts who may be resident on ~~the University of Oklahoma campus~~ or elsewhere; to promote and publicize scholarly undertakings, particularly those which promise to become or do become published works under the imprint of ~~the University of Oklahoma Press~~; to serve as a coordinating agency and the publishing instrumentality when feasible for official bulletins, magazines, periodicals, and other printed matter intended to represent ~~the University of Oklahoma~~ to the State, the Nation, and abroad; to assist in the development of such informational services as may be decided upon by the University; and to receive moneys, credits, and funds from foundations, institutions, corporations, or private individuals, by bequest, gift, or in any other way whatsoever, for the purposes of specific scholarly publications or for general purposes: or for the benefit of the employees of ~~the University of Oklahoma Press~~, such gifts, bequests, or grants to be deposited with ~~the University of Oklahoma~~ as restricted funds; or with ~~the University of Oklahoma Foundation~~, in accordance with instructions of the donor or donors and the regulations of the Board of Regents of ~~The University of Oklahoma~~, and to be disbursed on order of the Director of ~~the University of Oklahoma Press~~.

In accordance with state laws and ~~in accordance with the University of Oklahoma~~ Purchasing Department procedure, the Publishing Division shall, through established purchasing procedures, prepare specifications for manufacturing and provide the Purchasing Department with written specifications and ~~with a list of qualified bidders~~. With that information, and with any other information required for obtaining usable bids, the Purchasing Department shall obtain bids through regular procedures. No change in specifications shall be made without the prior consent of the University of Oklahoma Press.

The obtained bids shall be reviewed by the University of Oklahoma Press, and the ~~Press~~ which shall make recommendations to the Purchasing Department on bid selection. No suppliers shall be awarded a bid without the University of Oklahoma Press's consent, provided ~~S~~state law and the University procedures have been followed. Any supplier not meeting bid specifications or that refuses to meet bid specifications shall be considered an unqualified bidder, and not eligible for bid awards.

The Sales Division shall function as a self-supporting auxiliary enterprise, receiving no budgeted appropriation but being authorized to maintain an advance of working capital to support its extended business cycle. The source of funds shall be agency special pooled cash. The advance of working capital must be fully secured by the value of the University of Oklahoma Press's accounts receivable and book inventory.

Except for the authorized advance of working capital, the Sales Division shall be self-sustaining at all times; and it shall receive all moneys, credits, and funds derived from the marketing and sales of all books, pamphlets, magazines, periodicals, and other works and services authorized by the Director, and its authority, powers, and functions shall be to arrange for, supervise, contract for, and bear the expense of all binding, billing, shipping, copyrighting, advertising, selling, storing, paying of commissions and royalties, and all other matters relating to the marketing and distributing of all publications published, handled, or marketed by ~~T~~the University of Oklahoma Press, together with the meeting of all costs of production and manufacturing except those borne by the Publishing Division in the performance of its functions.

The Controller of ~~T~~the University of Oklahoma shall receive and account for the disbursement of all funds, moneys, and credits received by all divisions of ~~T~~the University of Oklahoma Press. (RM, 6-14-45, p. 1818; 5-10-73, p. 12157; 6-11-80, p. 16005; 6-15-89, pp. 21219-22; 3-29-00, p. 26909)



## 2.9—NORMAN CAMPUS CHARTERS AND COLLEGE OF LAW POLICIES

### 2.9.1—CHARTER OF THE ~~GENERAL~~ REGULAR FACULTY AND THE FACULTY SENATE, NORMAN CAMPUS

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policy pertaining to the Charter of the Regular Faculty and the Faculty Senate—Norman Campus. The specific provisions proscribing Charter are set forth in the Faculty Handbook of the Norman Campus as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents~~

*(The red-text below will be included in the Faculty Handbook – Norman Campus)*

#### THE ~~GENERAL~~ REGULAR FACULTY

~~Composition~~  
~~General Regular Faculty of the University is composed of all faculty members with regular appointments Tenure track, tenured, and renewable term appointments at the rank of assistant professor, associate professor, and professor. The ~~General Regular~~ Regular Faculty does not include faculty members with temporary appointments.~~

#### ~~Powers~~

~~All legislative powers of the faculty of the University relative to the University as a whole are vested in the ~~General Regular~~ Regular Faculty. These legislative powers shall be exercised either directly by the ~~General Regular~~ Regular Faculty or by the Faculty Senate. The Faculty Senate shall remain responsible to the ~~General Regular~~ Regular Faculty for all action taken in its behalf.~~

#### ~~Officers~~

~~The officers of the ~~General Regular~~ Regular Faculty shall be the officers of the Faculty Senate – Chair, Chair-Elect, and Secretary. The three officers shall constitute the Executive Committee of the General Faculty and shall develop the agenda for meetings and otherwise fulfill the duties which may be described in bylaws.~~

#### ~~Meetings~~

~~The ~~General Regular~~ Regular Faculty shall meet at least once each semester (ordinarily on the third Thursday of~~

<sup>8</sup> Charters not reviewed by Legal Counsel. Legal Counsel recommends all charters be in the appendix.

October and the third Thursday of April) and at other times upon call by the Executive Committee. Such a call may originate from the President of the University or from a petition submitted to the Chair of the General Regular Faculty by 30 faculty members representing two or more degree-recommending divisions. A minimum of 20 percent of the General Regular Faculty on the Norman Campus shall constitute a quorum.

## THE FACULTY SENATE

### Composition

The Faculty Senate shall consist of 50 members of the General Regular faculty. The senators shall be elected to three-year terms by written ballot in the degree-recommending divisions of the University. Members of the General Regular Faculty who are not members of a degree-recommending division of the University shall be treated as a separate division. The electors shall consist of members of the General Regular Faculty. Full-time administrative personnel above the department level shall be excluded from future elections of the Faculty Senate. In the Faculty Senate, seats shall be allocated as follows: one seat to each degree-recommending division and the balance of the seats according to a triennial apportionment proposed by the Faculty Senate and approved by the General Regular Faculty. Five students, including both graduate and under-graduate, chosen by The University of Oklahoma Student Association, shall serve as official student representatives to the Faculty Senate. Without voting privileges, these representatives will observe, participate in discussion, and maintain communication with the Student Association in regard to Senate actions. Six representatives of the Association of The University of Oklahoma Professional Employees, two representatives of the Association of Graduate Student Employees of The University of Oklahoma, and one representative of the Senior Vice President and Provost's Office also attend meetings and participate, without voting privileges, in Senate discussion.

### Election Procedure

Before the end of March each year, the Secretary of the Faculty Senate shall notify the dean of each constituent faculty of the number of senators which that faculty shall elect for the ensuing year. Those senators shall then be elected in April or May. They shall assume their duties in September and ordinarily will serve three-year terms.

The Secretary of the Faculty Senate shall maintain the roster of Faculty Senate membership. At any time that a vacancy occurs, the Secretary shall notify the appropriate dean so that immediate steps may be taken to elect a replacement to serve the unexpired portion of the three-year term. The Secretary of the Faculty Senate will continuously monitor absences. When in a given academic year, a senator has accumulated four absences, that senator is to be dropped automatically from the membership of the senate. The Secretary will notify the appropriate dean to take immediate steps to provide a replacement for the remainder of that senator's term.

### Powers

The Faculty Senate shall exercise the legislative powers of the faculty of the University as delegated by the ~~General Regular~~ Faculty. The Faculty Senate shall have the power to initiate any legislation requiring the Board of Regents approval in accordance with provisions of the University Constitution. The Faculty Senate shall determine its own time of meeting, its own rules of procedure, promulgate rules and regulations governing its internal affairs, and establish standing and special committees. The Faculty Senate shall establish and publish its own set of operational procedures or bylaws.

The Faculty Senate shall elect a Chairperson, a Chair-person-Elect, a Secretary, and such other officers as it shall by its operational procedures provide. The Secretary shall not be a member of the Senate. Each standing committee of the Faculty Senate is authorized to select non-Senate members of the ~~General Regular~~ Faculty. Students may be asked to serve and in such case will be appointed by The University of Oklahoma Student Association.

The Faculty Senate may establish procedures to review the various functions of the University and any matter affecting the welfare of the University. Subjects for either review or legislation may be brought to the attention of the Senate by written communication either from any member of the University community or from any officially constituted agency.

#### Liaison with the President

~~President of the University~~ shall present to the first meeting of the Faculty Senate in each academic year a general message on the state of the University in which he or she shall give recommendations for the furtherance of the progress of the University.

President shall within 30 calendar days after receipt of the Senate action inform the Faculty Senate by written message of his or her disposition of a Senate measure. If he or she disapproves of the measure, the President shall in writing give the Senate the reasons for his or her action. Faculty/student councils shall be utilized by the President of the University in the development of policies on matters of vital interest to the University. These areas include teaching and curriculum, research and public service teaching (including matters of curriculum, research, and creative/ and scholar activity; and professional and University services; and public outreach; libraries, budgetary planning, faculty personnel, University relations, University community, athletics, University operations, and University projects. In order to give the faculty a voice in determining the faculty membership of major councils, which shall be named by the Faculty Senate resolution, the Faculty Senate shall each year provide a list of nominees from which the President will make his or her appointments for the ensuing year.

~~councils, which shall be named by the Faculty Senate resolution, the Faculty Senate shall each year provide a list of nominees from which the President will make his or her appointments for the ensuing year.~~

Liaison with Faculty Senate, Health Sciences Center, ~~Oklahoma City~~

The Faculty Senate (Norman) shall maintain a liaison with the Faculty Senate (Health Sciences Center, ~~Oklahoma City~~) through an Inter-Senate Liaison Committee composed of the Chairpersons, Chairpersons-Elect, and the Secretaries of the two Senates.

The purpose of the Inter-Senate Liaison Committee is to exchange information between the Senates on either campus and concerns and actions of mutual interest and to recommend actions to the respective bodies on each campus. The respective Chairpersons of the two Faculty Senates should arrange for the meetings for the Inter-Senate Liaison Committee.

#### Amendment of this Charter

This charter may be amended by a two-thirds vote of those present in any regular or special session of the ~~General~~ Regular Faculty provided that no amendment shall be effective until it shall have been approved by the Board of Regents.

A proposal to amend the charter may originate by action of the Faculty Senate or by motion in a meeting of the ~~General~~ Regular Faculty. In those cases in which the proposal originates through Senate action, the proposal must be submitted to the ~~General~~ Regular Faculty, and consideration for the adoption of the proposal by the ~~General~~ Regular Faculty shall not occur until the expiration of 30 days after the notification of the ~~General~~ Regular Faculty through the Journal of the Faculty Senate.

If the proposal originates in the ~~General~~ Regular Faculty, it shall not be considered for adoption until the expiration of 30 and not more than 40 days after the members of the ~~General~~ Regular Faculty have received copies of the proposal from the Secretary of the ~~General~~ Regular Faculty (Secretary of the Faculty Senate). (RM, 6-25-70, 5-13-71, 6-8-72, 11-8-73, 6-13-74, 5-8-75; amended, RM, 2-12-76, p. 13733, 5-12-77, p. 14414) (end NC text)

## 2.9.2--CHARTER OF THE GRADUATE COUNCIL - NORMAN CAMPUS

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policy pertaining to the Graduate Council. The specific provisions proscribing Graduate Council policy and procedures are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents~~

*(The red-text below will be included in the Norman Campus Faculty Handbook ~~Merica~~ is there any such equivalent document for the HSC?).*

## ARTICLE I: NAME

The name of this organization shall be: "The Graduate Council of The University of Oklahoma-Norman Campus."

## ARTICLE II: FUNCTION

graduate faculty shall be the academic policy-making body within the University on all matters relating to graduate studies. The Graduate Council, as the instrument of the graduate faculty, shall exercise the general legislative and academic authority of the graduate faculty; establish policies and standards governing development and changes in graduate curricula, including new courses or degree programs; make recommendations on all new proposed graduate programs, or substantially modified graduate programs as well as proposed deletions of graduate programs, monitor graduate course offerings, determine the eligibility of students for admission, financial aid, and graduation, and advise the Dean of the Graduate College on other Graduate College matters. The Graduate Council also shall be responsible for the development and maintenance of a system for the equitable resolution of differences and issues which may arise between and among graduate students and members of the graduate faculty. The graduate faculty reserves the right to review, endorse, change or rescind any action of the Graduate Council as provided by Article VII of this Charter.

ARTICLE III: MEMBERSHIP

A. The Graduate Council shall be composed of three groups of members:

1. Ex Officio Members:

a. The Dean of the Graduate College, who shall be Chairperson of the Council. The Chairperson of the Council may vote only in the event of a tie vote by the Council.

b. The Assistant and Associate Deans of the Graduate College, who shall serve without vote. In the absence of the Dean, the Associate or Assistant Dean will be the Acting Chairperson of the Council.

c. The Secretary of the Graduate Council, who shall be selected by the Graduate Dean and serve without vote. The secretary shall have the responsibility to:

(1) Schedule meetings of the Graduate Council.

(2) Prepare and circulate agendas of meetings.

(3) Prepare and circulate minutes of the meetings of the Graduate faculty and Graduate Council.

(4) Keep a record of all actions taken.

(5) Perform other duties that may be necessary to accomplish faculty and Council business.

2. Members elected from the University graduate faculty according to the following criteria:

a. Each college offering one or more graduate programs shall be entitled to a minimum of at least one elected member. In a college with more than one representative, that college should develop election procedures to ensure broad representation of the areas within that college.

b. The maximum number of elected members from any college shall be one for each whole ten percent (10%) of the total University full-time equivalent graduate student population enrolled in the College. Graduate student enrollment percentages will be rounded to the nearest multiple of ten percent.

c. Official graduate student full-time equivalents in the various Colleges shall be determined from the records of the Graduate College for the Fall semester of the academic year in which the elections are held.

d. No faculty member shall be eligible for election to membership on the Graduate Council unless he/she is a member of the graduate faculty.

e. Each elected member shall serve for a three-year term, and, when possible, elections will be staggered to ensure approximately one-third new members each year. The term shall commence on September 1.

f. No faculty member can serve more than six consecutive years.

g. Vacancies caused by resignation, leave, illness, etc. shall be filled by election in the college with the vacancy. The member will serve for the remainder of the unexpired term.

### 3. Graduate Student Members

a. Four graduate students shall be appointed by the Dean of the Graduate College from at least eight nominations made by the Graduate Student Association. Student members will serve with voting privileges for one-year terms and no two may be from the same college. Students may serve for more than

term.

b. Any Council member who misses three or more Council meetings in a year (September through the following June) will be subject to dismissal from the Graduate Council. The Dean of the Graduate College will investigate the reasons for the absences and decide whether or not to declare the seat vacant.

#### ARTICLE IV: ELECTION OF MEMBERS

A. Elections shall be held in April or May of each year within each college for which there is an actual or impending vacancy in Graduate Council representation. Vacancies shall be filled only by election, regardless of cause. (That is, vacancies caused by resignation, leave, illness, etc., as well as those due to expiring terms, shall be filled by election.)

B. When an election is necessary in a given college, the Dean of the Graduate College will notify the dean of the college.

C. The dean of the college will then arrange for an election to be conducted. Only members of the University graduate faculty shall be eligible to vote.

#### ARTICLE V: MEETINGS

A. Meetings shall be held monthly during the academic year. Special meetings may be called at any time the Dean of the Graduate College.

A quorum shall consist of more than half of the voting members of the Council.

C. Items of Council business and agenda shall be mailed to all members of the Council so as to be in their hands in advance of a meeting.

D. Business of an emergency nature can be brought before Council at any meeting if a majority of the members present vote to consider the issue.

E. Items of business shall be passed if a majority of members present vote favorably.

F. The Chairperson of the Graduate Council shall appoint a faculty member to serve as parliamentarian.

G. All meetings shall follow Robert's Rules of Order.

#### ARTICLE VI: COMMITTEES

A. There shall be the following standing committees of the Graduate Council:

1. Special Degree Programs

## 2. Faculty Membership

### 3. Courses and Program Changes

#### 4. Inter-Council Liaison

B. Each standing committee shall have at least four members and generally be chaired by one of the deans in the Graduate College. A slate of membership for each Committee shall be prepared by the Dean of the Graduate College and presented to the Graduate Council for approval at the first Council meeting in the Fall semester. The term of duty is one calendar year.

C. Agenda items for these standing committees normally shall be directed to them by the Graduate Council or by the Dean of the Graduate College. These committees shall report and make recommendations to the Graduate Council.

D. ~~Ad Hoc~~ *Ad hoc* Committees, whose membership may be drawn from the graduate faculty at large, shall be authorized and selected by the Dean of the Graduate College.

## ARTICLE VII: COUNCIL ACTION

The dean of each college and chair/director of each department/school shall be sent copies of the Council's agenda before its meetings and copies of the Council's minutes afterward. Three additional copies of the agenda will be sent to each chair/director for duplication and distribution to each faculty member within the department/ school. All members of the graduate faculty will be sent copies of the minutes of Graduate Council meetings unless they desire not to receive them. Each department is urged to post a copy of the minutes so they will be available to graduate students. Members of the graduate faculty and deans of each college (or their designated representatives) shall have the right to be present at meetings of the Council and may, with the permission of the Council's Chairperson or a majority of the Council, participate in a nonvoting capacity in discussion of business before the Council.

Course Changes and Petitions will be considered approved by the graduate faculty seven (7) days after the minutes are delivered if no written protest is received in the Graduate College office. When a written protest is made by one or more members of the graduate faculty, the course change or petition will be returned to Council for reconsideration. If the Council confirms its initial action, the matter will be considered final.

Actions of the Graduate Council other than Course Changes and Petitions will not be put into effect until at least 30 days after the notification of such actions has been circulated among the graduate faculty. If during the 30-day period a valid written protest to Council action is made, the matter will be returned to the Council for reconsideration. To be valid, the protest must be signed by 40 members of the graduate faculty or 80 currently enrolled graduate students. If the Council confirms its initial action, a meeting of the graduate faculty shall be called for its consideration of the contested action. Following the meeting, the graduate faculty will be polled by mail ballot. (RM, 3-8-84, pp. 17851-54) (end NC text)



## 2.9.3—CHARTER OF THE GRADUATE FACULTY- - NORMAN CAMPUS

The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policy pertaining to the Charter of the Graduate Faculty—Norman Campus. The specific provisions proscribing Graduate Faculty—Norman Campus policy and procedures are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents

*(The following ~~red-text~~ will be included in the Norman Campus Faculty Handbook appendix as well as ~~made available on the Graduate College Website.~~)*

## ARTICLE I: NAME

The name of this organization shall be: "The Graduate Faculty of The University of Oklahoma-Norman Campus."

## ARTICLE II: ORGANIZATION

There shall be a single University-wide Graduate College with a single University-wide graduate faculty.

B. Unless superseded by direct action of the graduate faculty acting as a whole, the legislative and academic authority of the graduate faculty shall be vested in the Graduate Council.

C. The Dean of the Graduate College shall be the chief University-wide officer for graduate studies and research. The Dean shall coordinate graduate programs among the respective program units. The Dean shall serve as the presiding officer of the University-wide graduate faculty and Graduate Council. The Office of the Dean of the Graduate College shall be the administrative center for all official communications between the Graduate Council and the faculty and administrators.

## ARTICLE III: PURPOSES

The purposes of this organization shall be to:

- A. Promote excellence in graduate teaching, research and creative activity.
- B. Assist the graduate faculty in its teaching research/creative activity and related functions.
- C. Promote collaborative effort, exchange of information and mutual understanding among the graduate

faculty.

#### ARTICLE IV: MEMBERSHIP

##### Section 1: Graduate Faculty Committees

A. Any academic unit offering courses or course work in any college awarding an undergraduate degree on the Norman Campus may appoint members of the Graduate Faculty. In order to make such an appointment, the academic unit must elect a Graduate Faculty Committee made up of members of the Graduate Faculty. The Graduate Faculty Committee shall have the following responsibilities:

1. Developing and publishing the criteria for membership on the Graduate Faculty which are appropriate for that academic unit. Such criteria must be consistent with Section 2 of this Article.
2. Providing the Graduate Dean with the unit's criteria for membership.
3. Providing the Graduate Dean with a list of members of the Graduate Faculty in accordance with Section 2.A.4 of this Article.

B. Faculty members may appeal to the Graduate Dean decisions of an academic unit regarding their Graduate Faculty status. Decisions of the Graduate Dean regarding Graduate Faculty status may be appealed to the Senior Vice President and Provost, whose decision will be final. The Graduate Dean, with the advice and consent of the Graduate Council, will publish procedures for the appeal of Graduate Faculty status.

##### Section 2: Types of Membership

Only persons holding an appointment to the Graduate Faculty under the provisions in this section may participate in teaching graduate courses, serving on master's committees, chairing master's committees, serving on doctoral committees, or chairing doctoral committees.

###### A. Member

1. Eligibility - Any faculty member holding a tenure-track or tenured appointment in any college awarding an undergraduate degree on the Norman Campus is eligible for membership on the Graduate Faculty. Only persons holding such appointments will be eligible for Member status on the Graduate Faculty.

2. Privileges - Members of the Graduate Faculty may have some or all of the following privileges:

- a. teaching graduate courses
- b. serving on master's committees

- erving on doctoral committees
- d. chairing master's committees
- e. chairing doctoral committees.

Endorsements (d) and (e) may be granted only by the academic unit in which the master's or doctoral degree program is offered. Only academic units offering the doctoral degree may appoint members with the endorsement for chairing doctoral committees.

3. Credentials - Each academic unit will publish a document that lists the credentials and, if appropriate, activities required to be a Member of the Graduate Faculty in that unit. Evidence of continuing scholarly activity is required of all faculty members who have the endorsement to chair doctoral committees. In order to be approved to serve on or chair master's committees, the Member must hold at least a master's degree. Only Members holding the terminal degree may be approved to serve on or chair doctoral committees.

4. Appointment - Each academic unit will provide the Dean of the Graduate College with a list of Members of the Graduate Faculty. This list must be provided to the Dean of the Graduate College at least annually according to a schedule to be established by the Dean. The unit will be responsible for determining what privileges are accorded to each Member approved by that unit. Units may appoint any faculty member B including those from other units, departments, or colleges B meeting the eligibility requirements of Section 2.A.1, Section 2.A.2, and Section 2.A.3 of this Article.

Term - Academic units are responsible for setting the appropriate term for Graduate Faculty appointments. Since evidence of continuing scholarly activity is expected for the endorsement to chair doctoral committees, Members with such an endorsement must be subject to periodic review. This review process must be specified in the unit's published criteria for Membership on the Graduate Faculty. A Member of the Graduate Faculty may at any time petition the appointing unit for consideration for reappointment with additional privileges.

B. Special Member - This status shall be assigned to persons whose participation in the graduate programs is recommended by their department(s) for a limited period or for a limited objective and whose appointment is approved by the Dean of the Graduate College. This status can be accorded to individuals within or outside the University. Normally this status would be assigned for one year so that a faculty member could teach a graduate course, serve on a graduate examination committee or serve on a thesis or dissertation committee in which the faculty member has recognized expertise. At the expiration of the appointment period, the Special Member may be reappointed with the recommendation and approval of the Dean of the Graduate College.

C. Ex Officio Members - The President of the University, the Senior Vice President and Provost, all college deans, graduate department chairs/directors and the Director of the Library will be ex officio members of the graduate faculty. If appropriate, they may also be Members of the graduate faculty.

D. Member at Large - The Dean of the Graduate College may recommend to the Graduate Council, through its Graduate Faculty Membership Committee, individuals for Member at Large status on the graduate faculty. In doing so, the Dean must provide a record of appropriate credentials, reason for appointment, statement of duties and privileges of that person. Graduate Council approval is required.

Section 3: Reduction in Status

A. Should a member no longer qualify for Member status under Article IV, Section 2.A.1 (for example, due to retirement or resignation), the Graduate Faculty Membership will be rescinded. The member may, with the approval of the Graduate Dean, be granted permission to continue teaching graduate courses and serving on student committees either as a Special Member, a Member at Large, or an Ex Officio Member.

B. If, at the end of the term of appointment, a Member no longer qualifies for the endorsement to chair doctoral committees, the academic unit will so notify the Member. Upon the written request of the Member, the academic unit will grant a one-year extension of the endorsement to chair doctoral committees, during which time the Member will have an opportunity to re-establish the appropriate credentials.

C. In certain cases, such as those of professional incompetence, dishonesty, or failure to fulfill professional duties related to Graduate Faculty membership, a Member may have some or all privileges on the Graduate Faculty rescinded prior to the end of the term of appointment. This is an exceptional event and should be undertaken only after other administrative remedies have failed. In accordance with Article IV, Section 1.B, the Graduate Dean, with the advice and consent of the Graduate Council, will publish procedures under which privileges may be rescinded prior to the end of the term of appointment and under which the member involved may appeal such rescission. If an appeal is filed, the member's privileges will continue until the appeal is resolved.

No officially constituted master's or doctoral committee will be affected by any change in the privileges or status of a member of the Graduate Faculty serving on that committee unless the change occurred under the authority of Section 3.A or Section 3.C of this Article. This section does not apply to Special Members, Members at Large, or Ex Officio Members of the Graduate Faculty.

Section 4: Continuation of Previous Appointments

A. Appointments that were made under the authority of Article IV of the Charter of the Graduate Faculty in force at the time of the enactment of this revised Article IV will continue until the end of the appointments. Such appointments remain subject to the eligibility requirements in force at the time of appointment. However, any appeals of revisions to such appointments will be processed according to the guidelines described in this Article. This Article will govern any reappointment or additional privileges granted to such individuals.

B. With the consent of the individual concerned, an academic unit may process a new Graduate Faculty appointment under the authority of this Article, in which case the previous appointment is without effect.

ARTICLE V: VOTING RIGHTS

Voting rights are restricted to Members of the graduate faculty. Ex officio Members, unless they are simultaneously Members of the graduate faculty, Special Members and Members at Large shall not be granted voting privileges. No votes shall be cast by proxy.

## ARTICLE VI: MEETINGS

## Section 1: Meetings

The Graduate Faculty shall meet as needed, usually at least once every academic year.

## Section 2: Special Meetings

A. Special Meetings may be called by the Graduate Council-Norman Campus, by the Dean of the Graduate College, or upon written petition of a total of 40 Members of the graduate faculty.

B. The purpose of the meeting shall be stated in the call.

C. All graduate faculty shall be notified.

D. The Dean shall schedule a meeting of the graduate faculty no earlier than 7 days nor later than 45 days after receipt of the petition by the Dean of the Graduate College. In cases of emergencies, the Dean may call a meeting on shorter notice than 7 days. The Dean shall decide what constitutes an emergency.

## Section 3: Quorum

Twenty members of the graduate faculty of the Norman Campus representing at least 4 different departments/schools constitute a quorum provided that no more than one-half of the members present is from any one department.

## ARTICLE VII: RESPONSIBILITIES AND POWERS OF THE GRADUATE FACULTY

The graduate faculty, in conjunction with the Dean of the Graduate College, shall have the responsibility and power to determine requirements for the admission and retention of students in the graduate programs; to establish degree requirements; to recommend through the Senior Vice President and Provost and the President of the University to ~~University~~ the Board of Regents the awarding of degrees earned; to formulate and implement ~~educational, research and professional service policies, and~~ policy related to all matters of graduate education; to set standards of research, scholarship and creative and scholarly achievement; and to take steps necessary for safeguarding and upholding such policies and standards. Nothing in this Article shall be deemed to modify or limit the responsibilities and powers of either ~~The University of Oklahoma~~ Board of Regents or the Oklahoma State Regents for Higher Education to review any items described in this Article.

## ARTICLE VIII: THE GRADUATE COUNCIL

The Graduate Council, as the instrument of the graduate faculty, shall exercise the general legislative and academic authority of the graduate faculty. The Graduate Council also shall be responsible for the development and maintenance of a system for the equitable resolution of differences and issues which may arise between and among graduate students and members of the graduate faculty. The graduate faculty reserves the right to review, endorse, change or rescind any action of the Graduate Council. The

ation of the Graduate Council is contained in the Charter Of The Graduate Council.

#### ARTICLE IX: AMENDMENT OF THE CHARTER

##### Section 1: Amending

This Charter may be amended according to the following procedure:

A. Amendment of this Charter will be considered for a debate at any regular or special meeting of the graduate faculty, if it is proposed by the majority of the Graduate Council or by 40 members of the graduate faculty.

B. Voting on proposed amendments shall be by mail ballot. To be approved, a proposed amendment requires affirmation by two-thirds (2/3) of the graduate faculty voting.

C. Amendments shall be submitted to each eligible graduate faculty member for vote at least fifteen (15) days prior to tabulation of ballots.

##### Section 2: Effective Date

Amendments shall be effective at the beginning of the academic term following the approval by The ~~University of Oklahoma~~ Board of Regents.

#### ARTICLE X: ADOPTION

This Charter shall become effective when it has been approved by a majority of the graduate faculty voting and by ~~The University of Oklahoma~~ Board of Regents. (RM, 3-8-84, pp. 17846-50; 6-27-95, p. 24451; 3-29-00, p. 26909) (end NC text)

## 2.9.4—LAW CENTER

The head of the College of Law should have the title of Dean, the head of the Law Center should have the title of Director, and there should be a single person with both titles. The Dean/Director is responsible to the President for the operation of the Law Center on matters of policy. For academic and appropriate administrative matters, the Dean/Director may be expected to shall act through the Senior Vice President and Provost or other University officials.

There ~~should be~~ is a separately identifiable budget for the Law Center based on recommendations directly to the ~~Office of the President~~ by the Dean/Director of the Law Center. The separately identifiable budget for the Law Center should be approved together with the total University budget by the Board of Regents of the University. The budget should have internal flexibility so that the Dean/Director may adjust between sub-accounts subject to approval by the ~~President's Office~~ for any major changes of program. In the budget there will be separate program budgets based on priorities established.

Recommendations regarding appointment, tenure, and promotion of members of the faculty of the College of Law should be submitted by the faculty of the College to the Dean/Director, then to the President, who may seek appropriate advice prior to making his recommendation to the Board of Regents. In the event there is disagreement on a tenure recommendation, the matter will be referred to the Academic Personnel Council in accordance with the Board of Regents' regulations on tenure.

A Law Center Board serves in an advisory capacity to the Dean/Director, the President, and the Board of Regents. The Law Center Board will consist of no more than 30 members appointed by the President for staggered terms from nominations submitted by the Dean/Director and the Chairman of the Board of Visitors, as follows:

- The Dean/Director shall submit nominations for two-thirds of those to be appointed in any one year after consulting with and seeking nominations from among the legal profession, organized bar, judiciary, law alumni, public leaders, and others outside the University.
- Nominations for one-third of those to be appointed in any one year shall be submitted to the President by the Chairman of the Board of Visitors.
- The Dean/Director and the Chairman of the Board of Visitors must nominate at least twice the number to be appointed by the President.
- The composition of the Law Center Board should not be made up of persons who are members by virtue of office. Each member should be appointed by virtue of his qualifications. No member of the Law Center Board may be an employee of ~~the~~ University of Oklahoma.



Continuing legal education is a function of the Law Center. The ~~Oklahoma Center for~~ College of Continuing Education should assist the Law Center in conducting continuing legal education programs and should be compensated for its services. The details of the arrangements for such services should be determined by the Director of the Law Center and the University Vice President for ~~University~~ Outreach.

A budget for the Law Library should appear within the budget of the Law Center. Staff will be under the professional guidance of the ~~general University Library~~ies but administratively responsible to the College of Law. The Law Library budget should also appear in the ~~general University Library~~ies budget for the University as a whole.

No separate corporations should be organized within the Law Center structures. (RM, 3-24-70, edited, pp. 10260-63; 11-16-72, pp. 11825-26; 3-29-00, p. 26909)

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## COLLEGE OF LAW ADMISSION PROCEDURE

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### APPLICATION DATES

Any person who desires to apply for admission to first-year standing in the regular entering fall class or the summer Early Admission Program (EAP) in the ~~University of Oklahoma~~ College of Law must apply no later than March 15 of the year in which admission is sought. To be eligible for admission to the College of Law with advanced standing, applicants must submit completed applications by June 1 for the fall semester and by November 1 for the spring semester. Priority consideration will be given by the Admissions Committee to those applicants filing completed applications on or before the prescribed deadlines; however, the Committee has the discretion to consider for admission any files received after those dates.

### ADMISSIONS COMMITTEE OF THE COLLEGE OF LAW

The Admissions Committee of the College of Law shall consist of three tenured or tenure-track members of the faculty of the College of Law. The members of ~~such the Admissions~~Committee shall be appointed each year by the President of the University upon the recommendation of the Dean of the College of Law.

### MAXIMUM NUMBER OF APPLICANTS TO BE ADMITTED

No later than October 1 of each year, the Dean of the College of Law, after consultation with members of Committee "A" and the Admissions Committee, shall determine the maximum number of applicants to be admitted to the College of Law for ~~that the subsequent~~ year and shall forward the same to the President of the University for approval. The President of the University may, within 60 days from the receipt thereof, modify or amend the Dean's determination as to the maximum number of applicants to be admitted.

**REQUIREMENTS FOR ADMISSION**

To be eligible for admission, applicants must have graduated from an accredited college or university with a baccalaureate degree prior to matriculation at the College of Law. All applicants must take the Law School Admissions Test (LSAT). To be eligible for admission to the College of Law with advanced standing, applicants must have satisfactorily completed at least one full semester or equivalent of work at an American Bar Association accredited law school.

The Admissions Committee shall exercise its best professional judgment to select persons for admission to the regular fall class and the EAP who have the aptitude and intellectual capacity to excel in the study of law. To achieve the highest standards of academic excellence, the Admissions Committee shall place significant emphasis on the applicant's academic achievement, as demonstrated principally by undergraduate GPA and the applicant's aptitude for the study of law as shown by their scores on the LSAT. The Committee may also consider additional factors in its evaluation process which may include, but are not limited to, extracurricular activities, work experience, demonstrated leadership potential, a history of overcoming hardship or disadvantage, maturity, military service, exceptional talents or skills, trends or improvement in academic performance, success in a challenging academic environment, graduate school performance, and other factors which may be identified at the discretion of the Admissions Committee. (RM, 3-10-66, p. 8471, 11-11-71, pp. 11220-22)

The Admissions Committee shall also identify a select group of approximately 15-25 students for admission to the summer Early Admission Program (EAP) whose undergraduate ~~GPA~~ GPA and LSAT scores may not meet the entry criteria for admission into the regular fall program. The Admissions Committee, in identifying candidates for the EAP, may exercise its discretion in considering a wide range of factors in addition to the GPA and LSAT and those other factors previously enumerated which demonstrate that the applicants are capable of success in the study and practice of law.

~~The College of Law~~ Admissions Committee shall use a rolling admissions process, meeting to approve or deny applications on a regular basis from October until mid-May. The Admissions Committee may establish a waiting list to fill potential vacancies in the EAP and the fall class. The Chair of the Admissions Committee will notify applicants in a timely manner of the decisions of the Admissions Committee affecting their candidacy.

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**COLLEGE OF LAW - CODE OF ACADEMIC RESPONSIBILITY<sup>2</sup>**


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**TITLE I - THE PURPOSE AND SCOPE OF THE CODE**
**SEC. 101 — PURPOSE OF CODE**

The purpose of this Code of Academic Responsibility is to define academic misconduct and other ethical violations, to prescribe penalties and procedures for enforcement of academic discipline, and to provide for appellate review.

**SEC. 102 — SCOPE OF CODE**

- a) The Code of Academic Responsibility applies to all students of the College of Law of ~~the University of Oklahoma.~~
- b) Each student shall sign a pledge to comply with this Code at the time of enrolling in the College of Law. The pledge shall notify students that the College may be required to notify bar associations when a student is found guilty of violating this Code.

The Board of Regents of the ~~University of Oklahoma~~ is constitutionally vested with the governance of the University of Oklahoma. Included in these powers and duties is the governance of all policy pertaining to College of Law Code of Academic Responsibility. The specific provisions of the College of Law Code of Academic Responsibility are set forth in Code of Responsibility of the College of Law. Any modification to a Board of Regents policy in the above referenced documents must be made through action of the Board of Regents.

(The text below appears in the Norman Campus Faculty Handbook.)

**TITLE II - PRINCIPLES OF ACADEMIC RESPONSIBILITY**
**Sec. 201 — Accepted Principles of Honesty**

- (a) It shall be a violation of this Code for a student to act in conscious disregard of accepted principles of honesty in any academic pursuit or prize competition.
- (b) Conscious Disregard — To establish a violation of this section, the Council must present proof of a student's conscious disregard of accepted principles of honesty. Conscious disregard is a mental state embracing either (i) intent to deceive, manipulate or defraud; (ii) guilty knowledge; or (iii) moral awareness that the alleged conduct violated known or accepted principles of honesty.
- (c) Specific Intent — Nothing in this Code shall be construed to require proof of specific

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<sup>2</sup> This also appears in another section of the Regent's Policy Manual. Recommend including only once.

intent in addition to proof of conscious disregard. Specific intent is the offender's active and conscious desire to achieve certain prohibited consequences by acting or failing to act.

(d) Proof of Conscious Disregard — Nothing in this Code shall be construed to require a confession by the accused or any other direct evidence of conscious disregard, which may be inferred from the conduct of the accused and other circumstantial evidence.

Commentary to § 201

#### Definition of Principles of Honesty

Fraud and dishonest conduct appear in many forms. Legislatures and courts have avoided attempts to provide fixed and comprehensive definitions of fraudulent conduct, in part because the term "fraud" is not definable except in the most general terms and usually by reference to the state of mind of the person accused of dishonesty. In the words of the Supreme Court of Oklahoma, *Singleton v. LePak*, 425 P.2d 974 (Okla. 1967)

Fraud is a generic term, which embraces all the multifarious means which human ingenuity can devise and all resorted to by one individual to get an advantage over another. No definite and invariable rule can be laid down as a general proposition defining fraud, as it includes all surprise, trick, cunning, disassembling and unfair ways by which another is cheated...

*Id.* at 978 (quoting *Bigpond v. Mutaloke*, 105 p.2d 408 (Okla. 1940)). *See also, e.g.*, *Commonwealth v. Monumental Properties*, 329 A.2d 812 (Pa. 1974); *Barquis v. Merchants Collection Ass'n*, 496 P.2d 817, 830 (1972) (sweeping legislative ban on fraud and deception is designed "to enable judicial tribunals to deal with the innumerable 'new schemes which the fertility of man's invention would contrive'" (quoting *American Philatelic Soc'y v. Claiborne*, 45 P.2d 135, 140 (1935)); *Kugler v. Romain*, 279 A.2d 640 (N.J. 1971).

As a result, no comprehensive list of such principles is possible. The following examples are designed to provide fair notice to the students of the College of Law of the breadth and scope of the Code's prohibitions against dishonesty. A student is presumed to have guilty knowledge or moral awareness by engaging in the conduct listed below:

1. No student shall give, secure or exchange any information about the contents of or answers to an examination, in advance of or during such examination, except as authorized by the instructor.
2. No student shall consult books, papers, computer files, other electronic data or notes of any kind during an examination, except as authorized by the instructor.
3. A student who has taken an examination and a student who will take the same examination may not discuss its contents with each other.
4. A student may not retain a copy of any examination for the purpose of preserving questions for use by another student, except as expressly authorized by the instructor; nor may a student take notes during an examination on the contents of an essay or objective examination for the purpose of preserving questions for use by another student, except as expressly authorized by the instructor.
5. No student shall fail to stop writing an examination with knowledge that the time allotted for writing the examination has elapsed.
6. No student shall hide, steal or mutilate any materials belonging to the library, the University, another student, a faculty member or other member of the law school or University community.

7. No student shall submit plagiarized work in an academic pursuit or prize competition (plagiarism being the incorporation of written work, either word for word or in substance from any work of another, unless the student writer credits the original author and identifies the original author's work with quotation marks, notes or other appropriate written designation).
8. No student shall make any material misrepresentation to faculty or administration respecting law school matters.
9. A student shall not falsely accuse another student of violating this Code, either with knowledge that the accusation is false or in reckless disregard of the accusation's truth.
10. A student may not offer for credit any work prepared by another.
11. A student may not offer for credit work that has been previously offered for credit, except as authorized by the instructor.
12. A student may not offer for credit work prepared in collaboration with another, except as authorized by the instructor.
13. A student may not take an examination for another student; nor may a student permit his or her own examination to be taken by another.
14. A student may not invade the security maintained for the preparation and storage of examinations.
15. A student who learns that he or she has come in contact with an examination subject to security must immediately inform the Dean or Associate Dean or the instructor.
16. A student shall not falsify attendance sheets.
17. A student shall not sign an attendance sheet for another student.

A student shall not use Lexis, Westlaw or other library services for unauthorized work or activities.

#### Conscious Disregard & Scienter

The requirement of conscious disregard is intended to be identical to the legal requirement of scienter as commonly defined. *See, e.g.,* DAVID WALKER, OXFORD COMPANION TO THE LAW 1107 (1980) (defining scienter as "knowingly"); *Aaron v. Securities and Exchange Comm'n.*, 446 U.S. 680, 686 n.5 (1980) (scienter means "a mental state embracing intent to deceive, manipulate, or defraud"). The term "conscious" often has a similar meaning. RANDOM HOUSE DICTIONARY OF THE ENGLISH LANGUAGE (1968) defines "conscious" to mean "2. fully aware of or sensitive to something....4. known to oneself; felt; conscious guilt. 5. aware of what one is doing; a conscious liar.... 8. Obs. inwardly sensible of wrong doing." In notes at the end of this definition, the authors of the RANDOM HOUSE DICTIONARY added that "knowing" was a synonym, along with the following commentary: "Conscious, aware, cognizant refer to an individual sense of recognition of something within or without oneself. CONSCIOUS implies to be awake or awakened to an inner realization of a fact, a truth, a condition, etc."

Sec. 202 — Accepted Principles of Good Faith.

- (a) It shall be a violation of this Code for a student to act in conscious disregard of accepted principles of good faith.
- (b) Accepted principles of good faith include but are not limited to the following:
- (i) No student shall harass any other member of the law school community on account of the member's race, color, religion, creed, gender, national origin, sexual preference or disability.

(ii) No student shall harass or retaliate or threaten to harass retaliate against any other member of the law school community because the community member made a charge, testified, assisted or participated in any manner in an investigation, proceeding or hearing under this Code.

(iii) For purposes of this subsection, harassment is:

(A) Personal insults or "fighting words" addressed to a specific individual or individuals, which are designed to and likely to provoke an immediate breach of the peace; or

(B) Severe and pervasive verbal or physical conduct which is directed at a specific member or members of the law school community and which is designed to inflict and is likely to inflict emotional or psychological distress on the targeted individual or individuals; or

(C) Severe and pervasive verbal or physical conduct directed at a specific member or members of the law school community that unreasonably interferes with the work or educational performances of the targeted individual or individuals; or

(D) Severe and pervasive verbal or physical conduct directed at a specific member or members of the law school community that creates an intimidating, hostile, or offensive environment for the targeted individual or individuals.

(e) It is the intent of this section to ensure that each member of the law school community shall have the fair and equal opportunity to enjoy the benefits of association with the College without being hindered by invidious discrimination or prejudice.

(d) Expressive Liberty — This section does not prohibit: (i) any person's expression of views and opinions on matters of public interest unless it is proved that the expressive conduct is a sham or mere pretext for inflicting the harms or injuries identified by subsection (b); or (ii) expressive conduct protected from severe sanctions, punishment or other undue burdens by the Constitution of the United States or the Constitution of Oklahoma. The College reserves its rights to express views, including the right to post or publish reprimands, critical of expressive conduct believed to be unreasonable and discriminatory in character even if such conduct is otherwise protected by the Constitutions of the United States or of Oklahoma from severe sanctions, punishment and other undue burdens.

#### Sec. 203 — Misconduct Obstructing Administration of Examinations

A student taking an examination must not obstruct the administration of an examination. A student must comply with all reasonable instructions and regulations of the professor and the College respecting an examination.

#### Commentary to § 203

It is impossible to list all possible applications of the principles stated in Sec. 203. Each regulation or rule shall provide notice to the student of prohibited conduct. If a student is guilty of conscious disregard of a rule or regulation, the student may have violated § 201 of this Code. This section is designed to authorize sanctions in the absence of scienter or conscious disregard.

Compliance with the principles of § 203 includes but is not limited to the following:

1. A student shall not fail to turn in examination materials at the appointed time.
2. A student shall not talk in any room during an examination except to, or at the direction of, a faculty member or other individuals administering an examination.

3. A student shall not deliberately create an unreasonable distraction during an examination.
4. A student shall not eat or smoke during an examination, except in rooms or areas designated.
5. A student shall not remove an examination or examination answers from the College of Law, except with prior approval of the instructor.
6. A student shall not violate the rules designed to ensure that all grading of examinations is anonymous.
7. A student shall not bring into any examination room any materials, including books, papers or notes, or any other aid of any kind, except that expressly permitted by the instructor.
8. A student shall not violate the rules established by the administration and the faculty of the College of Law regarding the use of computers or memory typewriters during an examination.

Sec. 204 — Misconduct Obstructing Enforcement of the Code

- (a) Each student has an ethical responsibility to report any known or suspected violation of this Code to a member of the Council of Academic Responsibility or to another appropriate faculty member or administrator of the College of Law. Failure on the part of any student to satisfy this responsibility for enforcement of the Code is a violation of the Code.
- (b) No student shall improperly obstruct enforcement of this Code. Compliance with this principle includes but is not limited to the following:
  - (i) All students shall cooperate with the preliminary inquiry of the Associate Dean.
  - (ii) A summoned student other than a defendant may not, without a reasonable excuse, fail to appear and give testimony before the Council of Academic Responsibility or the Hearing Tribunal.
  - (iii) A student may not knowingly misrepresent material facts to the Associate Dean during preliminary inquiry, or before the Council of Academic Responsibility or the Hearing Tribunal.
  - (iv) A student may not fail to comply with a final order of the Hearing Tribunal.
  - (v) No student shall request a person to refrain from voluntarily giving relevant testimony in an investigation, proceeding or hearing under this Code unless: (a) the student is acting as representative of an accused student pursuant to § 304(d)(ii) or §401; (b) the person is a relative or an employee or other agent of the accused student; and (c) the representative reasonably believes that person's interests will not be adversely affected by refraining from giving such information.
  - (vi) No student, whether or not acting as representative of an accused student pursuant to § 304(d)(ii) or § 410(d), shall improperly obstruct access to evidence or unlawfully alter, destroy or conceal a document or other material having potential evidentiary value or counsel or assist another person to do any such act.

Sec. 205 — Misconduct in Pursuit of Employment

- (a) A student may not seek to obtain unfair advantage in pursuit of employment by means of misrepresentations respecting the student's academic or professional record.
- (b) Conscious disregard. To establish a violation of this section, the Council must present proof of conscious disregard of accepted principles of honesty. Conscious disregard is a mental state embracing either (i) intent to deceive, manipulate or defraud; (ii) guilty knowledge; or (iii) moral awareness that the alleged conduct violated known or accepted

principles of honesty.

(c) Specific intent. To establish a violation of this section, the Council must present proof that the offender actively and consciously desired to obtain unfair advantage.

(d) Proof of conscious disregard and specific intent. Nothing in this Code shall be construed to require a confession by the accused or any other direct evidence of conscious disregard or specific intent. Conscious disregard and specific intent may be inferred from the proven conduct of the accused and other facts and circumstances.

Sec. 206 — Attendance Records

A student shall sign the attendance roll in a class only if present for the entire class period, except with the express permission of the professor. A student shall not sign the attendance roll for another student.

Sec. 207 — Miscellaneous Principles

(a) A student may not possess, transfer or duplicate keys to the College of Law or to any office in the College of Law, including the law library, without proper authorization.

(b) A student violates this Code when he or she attempts or conspires to violate the Code.

Sec. 208 — Library

No other violations of library rules shall be covered by this Code, but each student shall remain subject to the rule-making authority of the law librarian, the Dean, or such other authority at the University created or empowered to deal with violations of library rules.

### Title III - The COUNCIL OF ACADEMIC RESPONSIBILITY

Sec. 301 — Preliminary Inquiry.

(a) Upon receipt of an allegation of a Code violation or for other good cause, the Associate Dean may elect to conduct a preliminary inquiry. During the preliminary inquiry, the Associate Dean may proceed informally to gather information and to seek possible ways to resolve allegations prior to and in lieu of formal investigation.

(b) The Associate Dean may also elect to present allegations to the Council of Academic Responsibility without preliminary inquiry.

(c) The Associate Dean shall report any preliminary inquiry as well as the results of such inquiry to the Council of Academic Responsibility.

(d) After receiving the report of the Associate Dean respecting a preliminary inquiry, the Council of Academic Responsibility may (i) issue a letter of admonition, (ii) decide to conduct a formal investigation, or (iii) dismiss the allegation without further action.

Sec. 302 — Duties of the Council of Academic Responsibility

The Council of Academic Responsibility shall take care that this Code is fully enforced. The Council's enforcement duties are to:

(a) decide whether to issue a letter of admonition after preliminary inquiry of the Associate Dean;

(b) conduct a formal investigation of alleged violations of this Code;

(c) decide whether an allegation of a Code violation shall be presented to the Hearing Tribunal;

(d) appoint a representative of the Council to prosecute a case before the Hearing Tribunal;

(e) offer such recommendations as the Council believes appropriate to the Hearing Tribunal or to the faculty respecting the matters covered by this Code;



(f) notify any faculty member who has reported an alleged violation of (i) the results of the Council's investigation, (ii) the Council's decision whether to present an allegation to the Hearing Tribunal, (iii) the Council's recommendations to the Hearing Tribunal, and (iv) any compromise or settlement proposed by or approved by the Council pursuant to § 309 of this Code; and

(g) notify the appropriate faculty member (i) of any allegation of a Code violation in the faculty member's course, and (ii) of all other information required by subsection (f) of this section.

#### Sec. 303 — Membership of the Council of Academic Responsibility

(a) The Council shall consist of three members. The members are:

(i) the Associate Dean of the College of Law or other faculty member to represent the Dean's office, except for the Dean;

(ii) a tenured or tenure-track member of the faculty elected by the faculty;

(iii) one second-year law student appointed by the Dean from among three nominees of the Student Bar Association to serve for one year from January of the student's second year through December of the student's third year.

(b) The Associate Dean or other faculty member representative of the Dean's office shall serve as chair of the Council, unless the Dean elects to designate the faculty representative as chair.

(c) Notwithstanding the expiration of his or her term, a member of the Council may continue to serve until final judgment is rendered in any proceeding in which that member has actively participated.

(d) An alternate for each member of the Council shall be selected in the same manner as prescribed in § 303(a). If the Associate Dean cannot serve with the Council in a particular year, the Dean may appoint another faculty member to represent the Dean's office.

#### 304 — Formal Investigation

The Council shall meet in closed session. The members shall keep in confidence the content and nature of the meetings, except to the extent the Hearing Tribunal or another adjudicative body compels disclosure.

(b) When the Dean, Associate Dean, faculty member or Council member receives an allegation of a Code violation, he or she has the ministerial duty to notify the chair of the Council on Academic Responsibility.

(c) The chair has the ministerial duty to present any report of alleged violations to the Council. The Council shall decide by majority vote whether to conduct a formal investigation of allegations. The Council shall notify the accused student of its decision to conduct a formal investigation.

(d) During the Council's formal investigation, an accused student has no right to appear in person or by representative at any meetings of the Council unless the Council determines that such appearance is useful to its deliberations. If the Council determines that the response of the student is useful or appropriate to complete a formal investigation, and upon the request of the Council, the accused student shall make a written response which contains a full and fair disclosure of all the facts and circumstances pertaining to the respondent student's alleged misconduct unless the respondent's refusal to do so is predicated upon expressed constitutional grounds. Deliberate misrepresentation in such response shall be grounds for discipline. The failure of an accused student to answer within

twenty (20) days after service of the Council's notice or inquiries, or such further time as may be granted by the chair of the Council, shall be grounds for discipline. The Council shall make such further investigation as the Council may deem appropriate before taking any action. If and only if the Council orders a response or appearance, the accused student shall have the following rights:

(i) the right to a statement of the allegations.

(ii) if the Council decides to permit an appearance, the right to be represented by counsel or some other representative, though not the right to have counsel or a representative supplied by the College of Law;

(iii) the right to present evidence.

(e) The Council, after formal investigation shall either (i) dismiss the case, (ii) decide to prosecute the case before the Hearing Tribunal; (iii) issue a letter of admonition; or (iv) after negotiations, enter into a settlement or compromise agreement. This decision shall be made at a formal meeting closed to the public with all members required to be present. A majority vote is required to prosecute an alleged violation before the Hearing Tribunal.

(f) The Council must decide to prosecute, if at all, and give notice as hereinafter prescribed, within ninety days of receiving an allegation of a Code violation or specific information that identifies a specific student as an alleged violator, unless the student consents to an extension of time.

(g) The Council, if decides to prosecute, shall give actual notice by delivering a formal complaint in writing to the alleged offender. This complaint shall include statement of the allegations, but need not be in any particular form. A copy of this complaint shall also be forwarded to the chair of the Hearing Tribunal.

(h) If the Council decides not to prosecute and to dismiss a case, the Council may post a notice of its decision, but shall not disclose the identity of any accused student or witness.

(i) The Council may adopt rules of procedure to supplement this section.

#### Sec. 305 — Duties of the Chair

(a) The chair shall call and preside over all meetings of the Council.

(b) The chair shall also:

(i) present all reports of alleged violations to the Council;

(ii) serve written notice to alleged offenders of the time and place of appropriate hearings and of the alleged offenders' rights during a formal investigation and during proceedings before the Hearing Tribunal;

(iii) have the power to summon witnesses from among the University and to subpoena documents from members of the University community, subject to other applicable laws and policies governing the University.

(iv) do such other things as may, in his or her judgment, be needed to enforce this Code and to effectuate the spirit and intent of this Code; and

(v) notify the Council of all actions taken by the chair.

(c) All orders, decisions and actions by the Chair shall be subject to review by the Council.

#### Sec. 306 — Disqualifications

No member of the Council shall participate in any case if that member is disqualified because of a conflict of interest or any other appropriate reason.

§ 307 — Vacancies

Vacancies on the Council shall be filled in the manner prescribed for the position which is vacant under the terms of sections 303(a) and 303(d).

Sec. 308 — Representative of the Council of Academic Responsibility

The Council of Academic Responsibility shall select an individual to represent the Council and to prosecute the case alleging Code violations before the Hearing Tribunal. The Council's representative may or may not be a member of the Council.

Sec. 309 — Compromise or Settlement of a Complaint

(a) Nothing in this Code shall be construed to prohibit compromise or settlement of complaints alleging violations of this Code.

(b) The Council shall have the power to approve or reject proposed compromises or settlements negotiated by the Council's representative and the representative of an accused student. If the Council's representative and the representative of an accused student agree to such a compromise or settlement, the agreement must be approved by a majority of the Council of Academic Responsibility. The Council's settlement authority exists at all stages of a case, but is subject to the following limitations: (i) after the Hearing Tribunal has rendered a judgment and prior to a decision by the Appeals Board, any compromise or settlement must be approved by the Hearing Tribunal; (ii) after the Appeals Board had rendered a judgment, any compromise or settlement must be approved by the Appeals Board.

(c) Evidence of offering to compromise or settle a complaint is not admissible to prove or disprove a violation of this Code. Evidence of conduct or statements made in compromise or settlement negotiations is likewise not admissible.

Part IV — THE HEARING TRIBUNAL

Sec. 401 — Jurisdiction

The Hearing Tribunal shall have jurisdiction over all cases involving allegations of Code violations. Pursuant to this jurisdiction, the Hearing Tribunal shall hold a hearing to determine whether or not this Code has been violated and to prescribe penalties or remedies of any violations.

Sec. 402 — Membership

(a) The Hearing Tribunal shall have six members. The members are:

(i) one member of the faculty appointed by the Dean to serve as chair for two academic years or until a replacement is appointed by the Dean;

(ii) two members of the faculty elected by the faculty to serve for two academic years or until replacements are elected by the faculty;

(iii) three students appointed by the Dean from among six second-year law students nominated by the Student Bar Association to serve for one year from January 1 of the student's second year until January 1 of the student's third year, or until replacements are appointed by the Dean.

(b) The Dean shall arrange appointments and terms of service for faculty members other than the chair so that one member is appointed for a full two year term each academic year.

(c) An alternate for each member of the Hearing Tribunal shall be selected in the manner prescribed by § 402(a).

- (d) Under no circumstances shall a member or alternate of the Hearing Tribunal also be a member or alternate of the Council or the Appeals Board.
- (e) Notwithstanding the expiration of his or her term, a member of the Hearing Tribunal may continue to serve until final judgment is rendered in any proceeding in which that member has actively participated.
- (f) Vacancies on the Hearing Tribunal shall be filled in the manner prescribed for the position which is vacant under the terms of this section.

#### Sec. 403 — Disqualifications

- (a) No member of the Hearing Tribunal shall review any case if that member is disqualified because of conflicts of interest or other appropriate reasons.
- (b) Either the representative of the Council or the accused student may request disqualification of a member of the Hearing Tribunal.
- (c) Each member of the Hearing Tribunal must decide whether he or she can judge the case with fairness and objectivity.
- (d) The Hearing Tribunal may, by majority vote of all members of the Hearing Tribunal other than the challenged member, disqualify a member of the Hearing Tribunal for appropriate reasons.

#### Sec. 404 Confidentiality of Tribunal Proceedings

The Hearing Tribunal shall meet in closed session unless the student charged with violating the Code requests an open hearing. The members shall keep in confidence the contents and nature of the meeting unless the Appeals Board or other adjudicative body compels disclosure.

#### Sec. 405 — Scheduling of Hearing

The Hearing Tribunal shall hold its initial hearing on any formal written complaint within thirty calendar days of its receipt by the chair unless reasonable cause for delay is shown by the accused student or the Council's representative.

#### Sec. 406 — Hearing Procedures

In conducting a hearing the Hearing Tribunal:

- (a) shall proceed informally and provide reasonable opportunities for witnesses to be heard;
- (b) shall receive all probative oral, documentary, and real evidence without regard to the legal rules of evidence, except that the Hearing Tribunal may exclude irrelevant, immaterial, and unduly repetitious evidence, and shall give effect to the rules of privilege recognized by law;
- (c) shall, on request of either the accused student or the Council's representative, exclude witnesses from the hearing when not testifying.
- (d) shall engage a court reporter to make a record of its hearings so as to enable review of its proceedings in the event of appeal;
- (e) shall presume an accused student innocent of the alleged violation until the Hearing Tribunal, four members concurring, is convinced that the student violated the Code by clear and convincing evidence;
- (f) shall decide the issue of guilt or innocence and an appropriate penalty solely on the basis of admitted evidence;
- (g) shall decide the issue of guilt before determining an appropriate penalty, and shall offer the student adjudged to be guilty, at a separate hearing after a decision on the issue of guilt, an opportunity to offer evidence or argument regarding an appropriate penalty;

(c) shall not be bound to follow penalty recommendations made by the Council, and may impose any penalty authorized by this Code upon majority vote, taking into consideration the Council's recommendation, the facts of the case, the gravity of the offense, and any prior misconduct;

(i) shall state in writing, signed by each concurring member of the Hearing Tribunal, each finding of guilt or innocence and the penalty determined, if any;

(j) may write an opinion giving reasons for its decision in cases warranting an opinion; and

(k) shall deliver a copy of the findings and opinions, if any, to the Dean, to the chair of the Council and to the accused student.

#### Sec. 407 — Clear and Convincing Evidence

To prove a fact by clear and convincing evidence means to demonstrate that the existence of a disputed fact is highly probable and free from serious doubt.

##### Commentary to § 407

The adoption of the clear and convincing evidence standard by the College of Law is recognition of the importance that is placed on high ethical standards by the legal profession. A law student's interest in maintaining a reputation of honesty and integrity and, therefore, not being found to have violated this Code of Academic Responsibility is an important and substantial interest. Therefore, the Council bears the burden of proving by "clear and convincing evidence" sufficient facts to persuade the Hearing Tribunal that a violation of this Code occurred.

The definition of clear and convincing evidence is taken from Oklahoma Uniform Jury Instruction (OUJI)-Civil (2d) No. 3.2. clear and convincing evidence is more demanding than proof by the preponderance of the evidence, which is proof that the fact is more probable than not. It is less demanding than proof by the standard of "beyond a reasonable doubt," which is the standard in criminal cases. *See Addington v. Texas*, 441 U.S. 418 (1979). When determining whether the Council has presented clear and convincing evidence of guilt, the Hearing Tribunal must have a greater degree of confidence in the correctness of its factual conclusions than under the preponderance of evidence standard, but the Hearing Tribunal may have less confidence than that confidence required for decision under the beyond reasonable doubt standard.

Under Oklahoma law, clear and convincing evidence "is that measure or degree of proof which will produce in the mind of the trier of fact the firm belief or conviction as to the truth of the allegations sought to be established." *In re C.G.*, 637 P. 2d 66, 71 n.12 (Okla. 1981). This standard requires proof not only that the existence of a disputed fact is probable, but that it is highly probable. *See also* LEO H. WHINERY, 2 OKLAHOMA EVIDENCE: COMMENTARY ON LAW OF EVIDENCE, §§ 8.20, 8.23 (West 1994).

#### Sec. 408 — Finality of Tribunal Decisions

The Hearing Tribunal's decision is final in any case not appealed.

#### Sec. 409 — Default Judgments

The Hearing Tribunal may proceed with a hearing and render a default judgment in any case where a student defendant fails to appear after receiving reasonable notice of a hearing of allegations.

Such a default judgment may be appealed as this Code provides, but is final if no appeal is taken.

#### Sec. 410 — Rights of the Student Before the Hearing Tribunal

A student accused of violating the Code has the following rights in all proceedings before the Hearing Tribunal:

(a) the right to a statement of allegations;

- (b) the right to a fair hearing;
- (c) the right to appear personally before the Hearing Tribunal;
- (d) the right to counsel or a representative of the accused's choice (although not the right to be supplied with an attorney-at-law at the expense of the College of Law), or a representative chosen by the Hearing Tribunal from among the student body;
- (e) the right to present oral, documentary or real evidence;
- (f) the right to examine and cross-examine witnesses;
- (g) the right to choose whether the hearing shall be open to the public, or closed and confidential;
- (h) the right to be presumed innocent until the Hearing Tribunal has considered all evidence and is convinced that the student violated the Code by clear and convincing evidence;
- (i) the right to a copy of the Hearing Tribunal's written decision and opinion, if any, to be delivered or mailed as soon as practicable;
- (j) the right to waive any of these rights by notice of such waiver in writing to the Hearing Tribunal, or by failure to appear after being duly served.

Sec. 411 — Duties of the Chair

The chair of the Hearing Tribunal shall:

- (a) receive written complaints from the Council alleging violations of the Code;
- (b) set the date, time and place for hearings of the Hearing Tribunal;
- (c) notify the members of the Hearing Tribunal, the Council, the accused student and other appropriate individuals, such as witnesses known to the chair, of the date, time and place of hearings;
- (d) notify the accused student of all rights before the Hearing Tribunal as provided by Section 410;
- (e) appoint a representative from among the student body at the request of the accused student, if the accused student is not otherwise represented, as provided in Section 410(d);
- (f) have the power to summon witnesses from within the University community, and to subpoena relevant documents in the possession of members of the University community, subject to other applicable laws and policies governing the University;
- (g) have the power to order a prehearing conference, to be scheduled no later than five days prior to a scheduled hearing, at which the parties may be required to exchange a list of witnesses;
- (h) preside over Tribunal hearings;
- (i) direct the course of hearings;
- (j) instruct the members of the Hearing Tribunal on the principles of law to be applied to a particular case;
- (k) take care that a court reporter is employed to develop a written record of tribunal proceedings;
- (l) rule on challenges, motions, pleas, and admissibility of evidence and testimony;
- (m) assign the duty of preparing decisions and opinions and approve the final product;
- (n) notify the proper persons, including the Dean, the Associate Dean and the tenured and tenure-track faculty of the Hearing Tribunal's decisions and of any penalties imposed; and
- (o) take care that the final orders and decisions of the Hearing Tribunal are executed, including but not limited to directing the change of official records of a student adjudged to be guilty

o. violation where such change is required by a final decision and penalty.

Sec. 412 — Ex Parte Communications

Ex parte communications with the members of the Hearing Tribunal by any party, by any member of the Council or alternate, by any student, by any witness or by any faculty member or administrative officer of the college concerning matters relevant to a case before the Hearing Tribunal are strictly prohibited. All such communications shall be disclosed by the Hearing Tribunal to the parties. Every pleading, motion or other paper filed with the Hearing Tribunal shall be served on all other parties.

TITLE V - PENALTIES

Sec. 501 — Penalties.

The Hearing Tribunal may impose any of the following penalties in light of the facts, the severity of the offense, mitigating circumstances and the dictates of fairness.

(a) a reprimand;

(b) probation;

(c) a monetary penalty not to exceed \$250 over and above the value of any property damage or value of any property destroyed or taken and not returned;

(d) temporary or permanent suspension of rights or privileges deriving in whole or in part from the University;

(e) temporary or permanent suspension of eligibility for official extracurricular activities;

(f) temporary or permanent suspension of eligibility for any student office or honor;

(g) cancellation of credit for scholastic work done;

(h) reduction of the grade assigned in a course, unless the professor or instructor has exercised

(i) the right to specify a grade penalty pursuant to § 703;

(j) suspension from the College of Law or the University;

(k) prevention of an individual adjudged to be guilty of a violation from resuming student status in appropriate cases;

(l) expulsion;

(m) recommendation that the Board of Regents withdraw recognition of the student's degree, and that the Dean and the President take all actions appropriate upon official withdrawal of recognition;

(n) such alternative penalties or remedies as are appropriate to a particular case, including but not limited to restitution and community service;

(o) any combination of the foregoing penalties which, in the judgment of the Hearing Tribunal, is deemed appropriate to punish the student for the offense or offenses committed.

Sec. 502 — Penalties – Definitions and Miscellaneous Provisions

(a) An admonition consists of a formal written warning by the Council of Academic Responsibility to be included in the student's file. The letter of admonition is a warning to the student. It is not a finding of probable cause, a finding of guilt, a penalty, or any other form of disciplinary action. Letters of admonition are not reported to bar associations or other similar entities.

(b) A reprimand is a formal written censure to be included in the student's file. The reprimand is a penalty or remedy for a violation of this Code. A reprimand is reported to bar associations or other similar entities.

(c) The College recognizes its legal duty to notify bar associations and other appropriate similar

entities when a student has been found to have violated any provision of this Code.

(d) Disciplinary probation is for a definite period and indicates that further violations may result in suspension or expulsion.

(e) Cancellation of credit for scholastic work done and reduction of a grade assigned in a course are imposed only for courses in which the defendant was found guilty of academic dishonesty.

(f) A money penalty is assessed in cases such as those involving misappropriation of University property, use of University property without authorization, or abuse of or destruction of University property or of the property of a member of the law school community.

(g) Suspension from the University means that a suspended student may not receive credit at the University for work done at either this or any other educational institution during the period of suspension, except when allowed by the Hearing Tribunal;

(h) Preventing an individual adjudged to be guilty of a violation of the Code from resuming student status is the minimum penalty that shall be imposed on a person subject to this Code who is not a student at the time disciplinary proceedings are instituted and who fails to appear before the Hearing Tribunal for the hearing of a complaint against that person. This penalty is the same as the penalty of suspension from the University except that the period of the penalty continues until the affected individual submits to the jurisdiction of the Hearing Tribunal. Submission to this jurisdiction involves either accepting the adjudication of violation made earlier or requesting a new hearing by the Hearing Tribunal for the purpose of contesting that adjudication of violation.

(j) Expulsion from the University means permanent severance from the University.

Sec. 503 — Removing Records of Minor Infractions from Student's File

The Hearing Tribunal may specify that records of penalties imposed for infractions adjudged to be minor shall be removed from a student's file after a time specified by the Hearing Tribunal.

## TITLE VI – APPEALS BOARD

Sec. 601 — Right of Appeal

(a) A student adjudged to be guilty of a violation of the Code has the right to appeal to the Appeals Board of the College of Law. The Appeals Board may affirm, modify or set aside the judgment of the Hearing Tribunal.

(b) If a student is found guilty of violating the Code, the Council of Academic Responsibility may appeal or cross-appeal the judgment of the Hearing Tribunal regarding remedies ordered or penalties imposed.

Sec. 602 — Membership of Appeals Board

(a) The Appeals Board shall consist of five members.

(b) The Dean shall appoint four members of the Appeals Board from the faculty of the College of Law. Each faculty member shall serve three years. The Dean shall arrange appointments and terms of service so that one or two members are appointed each academic year for full three-year terms. The Dean shall appoint replacements for additional vacancies for either the remainder of unexpired terms or for a particular case if faculty members are unable to serve or are recused.



(c) The Student Bar Association shall designate fifteen second-year law students to serve as potential members of the Appeals Board for one year running from January 1 of the student's second year to January 1 of the student's third year. The Dean shall appoint the student representative on the Appeals Board for a particular case by random selection from among the potential members designated by the Student Bar Association.

(d) The Dean shall appoint one person to serve as chair from among those faculty members who served on the Appeals Board during the immediately preceding academic year. The chair shall serve for one academic year or until a replacement is appointed by the Dean.

(e) Notwithstanding the expiration of his or her term, a member of the Appeals Board may continue to serve in any case in which that member has actively participated until final judgment is rendered.

Sec. 603 — Disqualifications on Appeal

(a) No person who is serving on the Council or the Hearing Tribunal shall be a member of the Appeals Board.

(b) No person who participated in the proceedings of the Council or the Hearing Tribunal in a particular case may be a member or potential member of the Appeals Board in the same case.

(c) No member of the Appeals Board shall review any case if that member is disqualified because of conflicts of interest or other appropriate reasons.

(d) Either the representative of the Council or the accused student may request disqualification of a member of the Appeals Board.

(e) Each member of the Appeals Board must decide whether he or she can judge the case with fairness and objectivity.

(f) The Appeals Board may, by majority vote of all members of the Appeals Board, disqualify a member of the Appeals Board for appropriate reasons.

Sec. 604 — Notice of Appeal

An appeal is taken by giving written notice to the chair of the Appeals Board, the chair of the Hearing Tribunal and the chair of the Council within ten school days after the date on which the Hearing Tribunal issues its written decision under § 406(i). The written notice need not be in any particular form, but must identify the student's name and the grounds for appeal.

Sec. 605 — Effect of Timely Appeal

(a) Notice of appeal timely given does not suspend the imposition of penalty until the appeal is finally decided, except as follows:

(i) A student may not be suspended or expelled while an appeal is pending;

(ii) A student may not be required to complete community service while an appeal is pending;

(iii) A student may not be prevented from continuing studies or assigned work while an appeal is pending.

(b) The College shall delay graduation and other recognition of work of a student adjudged to be guilty of violating the Code despite a pending appeal, if the Hearing Tribunal has assessed a penalty delaying graduation or other recognition of work completed.

Sec. 606 — Preparation of Record on Appeal

If notice of appeal is timely, the chair of the Hearing Tribunal shall prepare the record of Tribunal proceedings and deliver copies of the record to the Dean, the student appellant, the chair of the

Council of Academic Responsibility and the chair of the Appeals Board. If the decision is affirmed, the appellant shall pay the cost of preparing a transcript, unless the chair of the Appeals Board determines that the student is unable to pay.

Sec. 607 — Contents of Record on Appeal

The record on appeal is the record of all proceeding before the Hearing Tribunal. This record is confidential and consists of:

- (a) a copy of all notices to the accused student and to the Council's representative;
- (b) any transcription of the hearing record, and all documentary and other evidence offered and admitted in evidence;
- (c) written motions, pleas, and any other materials considered by the Hearing Tribunal;
- (d) the Hearing Tribunal's written decision; and
- (e) the Hearing Tribunal's opinion, if any.

Sec. 608 — Standard of Review

(a) The Appeals Board shall consider an appeal on the basis of the record on appeal.

(b) Factual Issues — The Appeals Board shall sustain the Hearing Tribunal's findings regarding disputed factual issues, unless the Appeals Board concludes that the findings were clearly erroneous. When reviewing factual determinations on the basis of the record on appeal, the Appeals Board shall consider all evidence in the light most favorable to the prevailing party and it shall not disturb the factual findings, unless the Appeals Board reaches the definite and firm conviction that a mistake has been committed. The Appeals Board may not conduct a trial de novo regarding factual issues in any case.

(c) Review of sufficiency of evidence. When the Appeals Board reviews the sufficiency of evidence supporting the Hearing Tribunal's judgment that a student violated this Code, the Appeals Board shall determine whether it was clearly erroneous for the Hearing Tribunal to conclude that all essential allegations were proven by clear and convincing evidence. The critical inquiry required by this subsection is whether a reasonable trier of fact could have found that the facts constituting the essential elements of the offense were highly probable.

(d) Legal Issues — The Appeals Board shall consider all issues of law, including interpretation of the Code, de novo.

(e) Remedies or Penalties — The decision of the Hearing Tribunal regarding penalties or remedies shall be affirmed, unless the Appeals Board concludes that the penalties and remedies constituted an abuse of discretion.

(f) Mixed questions of law and fact. If the Appeals Board reviews a mixed question of law and fact, the clearly erroneous standard of subsection (b) is appropriate, if the Appeals Board concludes that the question involves primarily a factual inquiry. If, however, the Appeals Board concludes the mixed question primarily involves the consideration of legal issues, then de novo review is appropriate.

Sec. 609 — Oral Argument on Appeal

The student appellant and the Council's representative may request in writing an opportunity to appear and present argument before the Appeals Board. Oral argument on appeal before the Appeals Board shall be scheduled no more than twenty school days following a timely notice of appeal, unless the chair of the Appeals Board grants an extension of time for good cause. The student appellant may appear by a representative consistent with §410(d). Ordinarily, oral argument for a party appearing before the Appeals Board should last no longer than one-half hour.

## § 610 — Finality

The decision of the Appeals Board shall be final within the College of Law. There is no appeal to the faculty of the College of Law or to the Dean of the College of Law.

## Sec. 611 — Appeal to the President

A decision of the Appeals Board may be appealed to the President of The University of Oklahoma, if the Appeals Board's decision affirms or approves any penalty or remedy under §501 other than reprimand. The President's decision shall be final. Pending appeal to the President, the decision of the Appeals Board may be stayed in whole or in part by the Dean.

## Sec. 612 — Confidentiality of Appeals Board Proceedings

The Appeals Board shall meet in closed session unless the student charged with violating the Code requests an open hearing. The members shall keep in confidence the contents and nature of the meetings unless the President or other adjudicative body compels disclosure.

## TITLE VII – POWERS AND DUTIES OF THE COLLEGE OF

## Sec. 701 — Jurisdiction

(a) The Associate Dean, the Council of Academic Responsibility, the Hearing Tribunal and the Appeals Board shall have subject matter and personal jurisdiction to investigate and resolve any and all allegations of Code violations brought against students and former students according to the provisions of this Code.

(b) A student who is discovered to have made misrepresentations to law school officials during the process of applying for admission to law school shall not be subject to the provisions of this Code, but shall be subject to expulsion or other appropriate discipline by the Dean and Admissions Committee of the College of Law.

## § 702 — Academic Regulations

Nothing in this Code shall be construed to restrict the powers and duties of the faculty, the administration and the College of Law to adopt reasonable rules and regulations to protect the integrity and fairness of all examinations, academic programs, academic evaluations and competitions.

## Sec. 703 — Faculty Duties

(a) A professor or instructor who observes or is notified of an alleged violation of this Code in a particular course shall have the academic freedom to specify a grade penalty to be imposed after and only if the student involved is found guilty by the Hearing Tribunal, defaults in the responsibility to respond to allegations, or admits the allegations. The professor or instructor may specify a grade penalty by notifying the Associate Dean in writing at any appropriate time prior to the final decision of the Hearing Tribunal.

(b) A professor or instructor shall assign a grade, to be effective after an accused student has been found not guilty of violating this Code, on the basis of legitimate and adequate academic grounds independent of any allegation or belief that a student violated the Code. Ordinarily and to the extent feasible, while a case involving allegations of Code violations is pending, a professor or instructor should complete grading of an accused student's examination or other academic work. Also, to the extent feasible, the College and professor should take care to attempt to preserve the anonymity of the student's examination in compliance with the College's grading policy. It is understood that the discovery of an alleged violation may compromise the anonymity of grading. The professor or instructor

should assign a grade other than a specified grade penalty governed by subsection (a) of this section according to the College's schedule for reporting grades.

(c) The College may implement any reasonable procedure for reporting and recording a grade for a student accused of violating this Code while proceedings are pending.

Sec. 704 — Notice to the Law School Community

Each academic year, the office of the Dean shall publish or post a list of cases occurring in the previous five academic years. The list shall include cases in which students were found guilty of violations of this Code, cases in which students were found not guilty of violations, and cases which were settled by negotiated agreement. This list shall include a summary description of penalties imposed or remedies ordered for violations. The office of the Dean shall take care to redact any information that would identify students accused or adjudged guilty, but the College assumes no responsibility for unintended identification of students beyond that imposed by law.

TITLE VIII -- MISCELLANEOUS DEFINITIONS

Sec. 801 "Dean" means the Dean of the College of Law or the Dean's delegate or representative.

Sec. 802. "Associate Dean" means the associate dean, or the associate dean's delegate or representative.

Sec. 803. "Student" means a person enrolled at the College of Law of The University of Oklahoma, or a person who was enrolled at the College of Law, or a person accepted for admission at the College of Law at the time he or she is alleged to have violated this Code.

Sec. 804. "School days" are days Monday through Friday in which the College of Law is in session during the fall and spring semesters.

Sec. 805. "Prize Competition" includes any competition for an extracurricular award, honor or prize, including but not limited to competition for scholarships, intra-school moot court and trial competitions, competition for financial aid and competition in relation to law review. (RM, 7-27-95, p. 24512) (end NC text)

## 2.10—HEALTH SCIENCES CENTER CHARTERS, PROFESSIONAL PRACTICE PLANS, AND COLLEGE OF MEDICINE POLICIES<sup>10</sup>

### 2.10.1—CHARTER OF THE ~~REGULAR~~GENERAL REGULAR FACULTY AND THE FACULTY SENATE, HEALTH SCIENCES CENTER

(The text below appears in the Health Sciences Center Faculty Handbook.)

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policy pertaining to the Charter of the Regular Faculty and the Faculty Senate—Health Science Center. The specific provisions proscribing Charter are set forth in the Faculty Handbook of the Norman Campus as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents~~

*(The ~~red~~ ~~blue~~green text below will be is included in the Faculty Handbook—Health Sciences Center)*

PREAMBLE:

The ~~General~~ Regular Faculty of the University of Oklahoma Health Sciences Center has adopted the following charter, within the structure of the University, to assist with the orderly conduct and governance of its affairs, protecting however the rights and jurisdictions of individual colleges and their respective faculties, to ensure due process, and to facilitate faculty-administration division of labor and reciprocally supportive collaboration in achieving the goals and purposes of the Health Sciences Center.

This charter is not intended to abridge the rights and privileges of any member or sub-group of the ~~General~~ Regular Faculty (i.e. eg. department or college faculty group) to determine matters of their rightful jurisdiction, academic freedom, and responsibility.

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<sup>10</sup> recommend including Charter in Appendix. Not reviewed by Legal Counsel.

## NAME

The name of this organization shall be: “The ~~General~~ Regular Faculty of the University of Oklahoma Health Sciences Center.”

## ARTICLE II

~~OBJECT~~ PURPOSE

The ~~object~~ purpose of this organization shall be:

- A. To help define and protect the rights of faculty members;
- B. To support the faculty in implementing the University functions of teaching,  
~~\_\_\_\_\_~~ research and creative/scholarly activity, and professional and University ~~public~~-service and public outreach; ~~in relation to all matters of health;~~
- C. To develop, recommend and implement policies for the Health Sciences Center and the University in matters relating to the instruction of students ~~and~~ the conduct of research and creative/-scholarly activity, and the provision of professional and University services and public outreach ~~or in any academic or other matters affecting the welfare of the Health Sciences Center;~~
- D. To promote collaborative effort within and among ~~different~~ faculty, professions, and colleges; and ~~health care professions in order to provide for each recipient the combination of skills and knowledge best suited for his/her particular needs;~~
- E. To respect the rights and jurisdictions of the individual ~~C~~olleges in the Health Sciences Center ~~and;~~

## ARTICLE III

## MEMBERS

Section 1. Members.

The membership of the ~~General~~ Regular Faculty of the Health Sciences Center shall be composed of all full-time faculty members with the unmodified rank of ~~instructor~~ assistant professor or above who hold tenure track, tenured, or consecutive term appointments. The ~~General~~ Regular Faculty does not include individuals holding temporary appointments such as instructor, lecturer, or associate; or with modified ranks

such as “visiting, adjunct, special, acting, and/or clinical,” or holding temporary research appointments such as assistant professor of research or higher.

Section 2. Voting Rights.

All members, with the unmodified rank of ~~instructor~~-assistant professor above and who hold tenure track, tenured or consecutive term appointments, shall have full voting rights.

Section 3. Proxy.

No votes shall be cast by proxy.

ARTICLE IV

POWERS

Section 1. Governance Powers.

The governance of the ~~F~~faculty of the Health Sciences Center is vested in the ~~General~~ Regular Faculty of the Health Sciences Center, subject to the provisions of ~~Article H “D”~~ Article III, section 1 above.

Section 2. Exercise of Powers.

These governance powers shall be exercised either by the ~~General~~ Regular Faculty or by the Faculty Senate (see Article VII, section 5).

Section 3. Accountability of Senate.

The Faculty Senate shall be subject to the orders of the ~~General~~-Regular Faculty, and none of the Senate’s acts shall conflict with actions taken by the ~~General~~-Regular Faculty.

ARTICLE V

OFFICERS

Section 1. Officers.

The Officers of the ~~General~~-Regular Faculty shall be the Officers of the Faculty Senate: ~~Chairman~~ Chair, ~~Chairman-Elect~~ Chair-Elect, Secretary, and Secretary-Elect. These officers shall perform the duties prescribed by this Charter, and by the parliamentary authority adopted by the ~~General~~-Regular Faculty, and any other activities

necessary to achieve the ~~objects~~ purposes of the ~~General~~ Regular Faculty of the Health Sciences Center.

#### Section 2. Election of Officers.

The officers shall be elected yearly by and from among the representatives who compose the Faculty Senate.

#### Section 3. Eligibility.

No member shall hold more than one office at a time. No member shall serve more than two consecutive terms in the same office.

### ARTICLE VI

#### MEETINGS

##### Section 1. Meetings.

The ~~General~~ Regular Faculty shall meet at least twice yearly, usually in the ~~first week of October and the first week of April.~~

#### Section 2. Annual Meeting.

The ~~regular~~ meeting in April shall be known as the Annual Meeting and shall be for the purpose of receiving reports of Officers and Committees, for communicating a report of significant yearly Senate activities, and for any other business that may arise.

#### Section 3. Special Meetings.

- a. Special meetings of the Regular Faculty may be called by the Chair of the Senate, ~~at the request of by the Provost of for the Health Sciences Center, the Chairman of the General Faculty.~~ or by written petition of a total of thirty ~~(30)~~ Regular Faculty of whom no more than fifteen ~~+5~~ belong to any one college.
- b. The purpose of the meeting shall be stated in the call.
- c. Every Regular Faculty member shall be notified.
- d. Except in cases of emergency at least seven ~~(7)~~ days notice shall be given, and the meeting shall be called within thirty ~~(30)~~ days of the presentation of a petition.

#### Section 4. Quorum.



Sixty ~~(60)~~ members of the ~~General~~ Regular Faculty of the Health Sciences Center representing three or more ~~€~~colleges, provided no more than thirty ~~30~~ of the quorum number are from any one college, constitute a quorum.

## ARTICLE VII

### THE FACULTY SENATE

#### Section 1. Members.

- a. The Faculty Senate shall be composed of at least three ~~(3)~~ members of the ~~General~~ Regular Faculty from each ~~OUHSC~~ Health Sciences Center ~~€~~college except the Graduate College, which shall have one representative, and one ~~(1)~~ member from each College on the Tulsa Campus. One additional representative shall be elected by each College for each additional one hundred ~~(100)~~ Regular Faculty over the first 100 whose primary appointment is in that College. No College, however, shall have more than forty ~~(40)~~ percent of the total number of Senate representatives. The Provost of the Health Sciences Center or his designate shall be an ex-officio member of the Senate and shall serve without vote.
- b. Terms of office of members of the Faculty Senate shall be staggered. Specific methods of accomplishing this shall be determined by each ~~€~~college. No member shall serve more than two consecutive elected terms as a member of the Faculty Senate.

#### Section 2. Election.

- a. Representatives of ~~Colleges~~ to the Faculty Senate shall be elected by and from each ~~€~~college of the Health Sciences Center. They shall be elected by written ballot for a three ~~(3)~~ year term.
- b. ~~On or before~~ Prior to June 1, each ~~€~~college shall elect its new representatives to fill out-going Senate positions and inform the ~~Chairman~~ of the Faculty Senate.
- c. Except for the Graduate College, ~~faculty members~~ Senators shall ~~vote in and~~ represent that ~~College~~ college in which they hold their primary appointment. Members with joint or multiple appointments shall declare, at the beginning of each academic year, the ~~€~~college in which they will vote during that year.
- d. The Senate representatives shall assume their office on July 1.

- e. Each College shall elect one or more alternates to serve in case of the absence or disability of a Senator. The number of alternates elected from each College shall be one-half of the number of Senators to which that College is entitled rounded to the next highest whole number. They shall be elected by written ballot for a one-year term. If more than one alternate is elected, the alternates shall be numerically listed according to votes. The alternate for the Graduate College shall be elected to a one-year term from the membership of the Graduate Council.

### Section 3. Replacement of Senate Members.

- a. The representative ~~F~~faculty group of each College may establish procedures for the recall of any Senator of that College. However, in no case can a Senator be recalled without a majority vote of the ~~General~~ Regular Faculty members of that College.
- b. Should a Senator be unable to fulfill the duties of that office for any reason, that name ~~he~~ may be removed from the rolls upon written request to the Senate Secretary from that Senator or from the representative ~~F~~faculty group of the represented College ~~to the Senate Secretary.~~
- c. In the event of the removal of a Senator from the rolls for any reason, the First Alternate will fill that position for the remainder of the academic year. At the next College election, a Senator will be elected to fill the unexpired term.
- d. In the event there is no alternate to complete the unexpired term, the representative ~~F~~faculty group of the College will be asked to fill the vacancy. The procedure by which the vacancy is filled is determined by each College.

### Section 4. Officers

~~The Officers of the Faculty Senate shall be the Officers of the General Faculty.~~ The Officers shall be: ~~Chairman~~, ~~Chairman-Elect~~, Secretary, and Secretary-Elect, and such other officers as are provided for in the ~~Bylaws~~ Charter.

### Section 5. Powers.

- a. The Faculty Senate shall exercise the governance of powers of the ~~General~~ Regular Faculty of the Health Sciences Center as delegated by the General Regular Faculty.
- b. The Faculty Senate shall conduct the affairs of the ~~General-Regular~~ Faculty between the latter's meetings, make recommendations to the ~~General-Regular~~

Faculty, and perform such other duties as are specified in the Charter and Operating Procedures or Bylaws, and/or are necessary to achieve the objects and objectives of the General-Regular Faculty.

- c. Any member of the General-Regular Faculty may bring matters relating to the governance before the General-Regular Faculty or the Faculty Senate by written request.
- d. The Faculty Senate shall determine its own rules, procedures, times and place of meetings and regulations governing its internal affairs.
- e. The Faculty Senate shall publish a Charter as well as Operating Procedures and Bylaws.

#### Section 6. Meetings.

- a. The Faculty Senate shall meet at least ~~three~~ <sup>nine (9)</sup> times a year and at other times as necessary.
- b.        The Faculty Senate shall report significant Senate activities to the Regular Faculty in the spring Annual Meeting of the Regular Faculty.

#### Section 7. Dues.

~~Dues may be requested of the members of the General Faculty by a vote of the Senate with the concurrence of a majority of faculty voting in the individual Colleges. The Senate shall not initiate such a process more than once in any one year. All Senate funds shall be deposited in the University's Special Agency Account credited to the Senate and expended upon the signature of the Chairman and the Chairman Elect.~~

### ARTICLE VIII

#### COMMITTEES

##### Section 1. Standing and Special Committees.

~~There shall be such Standing or special committees as of the General-Regular Faculty and/or Faculty Senate shall be established as deemed necessary to facilitate faculty governance, from time to time, deem necessary to carry on the work of the General Faculty.~~

##### Section 2. Committee Membership.

- a. The ~~Chairman~~ Chair of the ~~General~~ Regular Faculty shall be an ex-officio member of any and all standing and special ~~the~~ committees with ~~vote~~ voting privileges.
- b. All members of the ~~General~~ Regular Faculty are eligible to serve on special or standing committees, provided, ~~however~~ that the membership is ~~proportioned~~ proportional among the colleges in roughly the same ratio as are seats in the Senate.
- c. The Health Sciences Center Student Association shall may be invited to nominate ~~one~~ a student to serve on each ~~selected~~ Senate ~~Committees~~ ~~except the~~ ~~Committee on Committees and Bylaws Committee~~. ~~Student representatives on~~ ~~Committees shall serve with vote.~~

## ARTICLE IX

### LIAISON WITH THE HEALTH SCIENCES CENTER SENIOR VICE PRESIDENT AND PROVOST

#### Section 1. Function:

The Faculty Senate shall serve as an advisory body to the Senior Vice President and Provost of ~~for~~ the Health Sciences Center and other administrative officers of the University in relation to matters of interest and importance to the Faculty Health Sciences Center. ~~These areas include teaching and curriculum, research, health sciences and public service, libraries, budgetary planning, faculty personnel, intra-Center relations, interrelations between health delivery centers in the community, Center operations, and Center projects.~~

#### Section 2. Faculty Assistance to Administration:

At the beginning of each academic year, the Faculty Senate shall provide to the Senior Vice President and Provost ~~for~~ of the Health Sciences Center a list of nominees who are willing and able to serve during the ensuing-ensuing year on the Health Sciences Center committees or councils. The Senior Vice President and Provost shall recommend the nominations to the President, of the University who, if he/she approves, shall make the appointments.

#### Section 3. State of the Health Sciences Center Message:

At the first meeting of the General-Regular Faculty each academic year, the President of ~~the University and the~~ Senior Vice President and Provost of the Health Sciences Center shall be invited to orally present to the General-Regular Faculty of the Health Sciences Center a

statement on the State of the Health Sciences Center and his (their) recommendations for furthering the furtherance of progress of the Health Sciences Center.

Section 4. Disposition of Requests for Action:

Requests from the Faculty Senate for action by the Administration or by the University Board of Regents shall be directed to the President-Senior Vice President and Provost of the University through the Provost for the Health Sciences Center who will then forward these requests to the President of the University. The Senior Vice President and Provost for of the Health Sciences Center as well as the Faculty Senate shall, within thirty (30) calendar days, report in writing their to the Faculty Senate the disposition of any request for action or information received from the other party(ies). The reports shall include the rationale for actions taken or not taken.

ARTICLE X

INTER-SENATE LIAISON COMMITTEE

Section 1. Purpose.

The purpose of the Inter-Senate Liaison Committee shall be to routinely facilitate the exchange of information between the OUHSC-Health Sciences Center Faculty Senates, the University President, and the Norman Campus Faculty Senate. on the Health Sciences Center Norman campuses on concerns and actions of mutual interest, and to recommend actions of the respective bodies on either campus.

Section 2. Composition.

The Inter-Senate Liaison Committee shall be composed of the Chairman, Chairman-Elect, and the Secretary of the Senate, on each campus.

Section 3. Meetings.

The respective chairmen of the two Faculty senates shall arrange for meetings of the Inter-Senate Liaison Committee.

- a. The Committee will meet as often as necessary with the University President and representatives of the Norman Campus Senate to achieve the Committee purpose as set out in Article X, Section 1 above
- b. The Committee will report activities and progress routinely to the Senate

ARTICLE XI

## PARLIAMENTARY AUTHORITY

\_\_\_\_\_ The rules contained in the current edition of Robert's Rules of Order Newly Revised, shall govern the ~~General~~ Regular Faculty and the Faculty Senate in all cases to which they are applicable and in which they are not inconsistent with this Charter and any special rules of order which the ~~General~~ Regular Faculty may adopt.

## ARTICLE XII

## AMENDMENT OF THE CHARTER

Section 1. Amending.

This Charter may be amended from time to time in any particular with the following as follows:

- a. Amendments of this Charter and ensuing Rules and Operating Procedures may be proposed at any regular or special meeting of the Faculty Senate.
- b. Amendments must be approved by a two-thirds ~~(2/3)~~ vote of the Faculty Senate voting by mail ballot.
- c. Amendments shall be submitted to each Faculty Senate member for vote at least fifteen ~~(15)~~ days prior to tabulation of ballots.

Section 2. Effective Date.

\_\_\_\_\_ Amendments shall be effective immediately ~~after~~ upon approval by the University of Oklahoma ~~University of Oklahoma~~ Board of Regents.

## ARTICLE XIII

## ADOPTION

\_\_\_\_\_ This Charter shall ~~become~~ be effective ~~when it has been~~ once approved by a majority of the Regular Faculty in each of the ~~C~~colleges of the Health Sciences Center and approved by the Board of Regents, signed by the of the President of the Board of Regents, and sealed by the Executive Secretary of the Board of Regents.

This Charter shall become effective when it has been approved by a majority of the faculty in each of the colleges of the Health Sciences Center and approved by the Board of Regents, signed by the Chairman of the Board and sealed by the Executive Secretary of the Board of Regents. (RM, 9-5-74, pp. 13160-13167; amended, RM, 2-12-76, p. 13733; 4-14-77, pp. 14365-66; 6-15-78, pp. 15049-50; 4-12-79, pp. 15483-84; 7-22-82, p. 17112; 7-14-83, pp. 17600-01; 7-11-84, pp. 18031-32; revised and approved 9/5/02) (end HSC text)

## 2.10.2—PROFESSIONAL PRACTICE PLANS

The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policy pertaining to the Professional Practice Plans of the various Health Sciences Center Colleges. The specific provisions proscribing these plans are set forth in the Faculty Handbook of the Health Sciences Center as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents

The policies for operation and governance of the professional practice plans of the various Health Sciences Center colleges are printed in full in appendices of the HSC Health Sciences Center Faculty Handbook.

## 2.10.3—COLLEGE OF MEDICINE

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**ADMISSIONS BOARD, COLLEGE OF MEDICINE**


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The Admissions Board of the College of Medicine shall be composed as follows:

- 10 members of the full-time faculty
- 10 members of the volunteer faculty
- 10 members of the student body of the College of Medicine

<sup>24</sup>Twenty-four members selected from throughout the Sstate, to include four physicians from each of the six congressional districts in the Sstate 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. (RM, 5-8-75, pp. 13427-28)

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**NON-RESIDENT STUDENTS, COLLEGE OF MEDICINE**


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Within the total class enrollment limits set by the Oklahoma State Regents for Higher Education, the colleges of medicine may admit up to 15% or 20 (whichever is larger) out-of-state students per year. Approved by Oklahoma State Regents for Higher Education, June 26, 1989. (RM, 7-20-89, p. 21277)



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**SITE OF PRACTICE POLICY , COLLEGE OF MEDICINE**

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The purpose of the Site of Practice Policy is to concentrate ongoing patient care by the full-time faculty of the College of Medicine in those hospitals and other practice sites in which the major teaching and research programs of the College of Medicine are based. The patient care activities of the faculty may occur in any of the health care entities which comprise the Oklahoma Health Center in Oklahoma City, the Tulsa Medical Education Foundation hospitals in Tulsa, and University-owned or operated practice sites under the organizational structure of University Health Partners which support the academic programs of the College and which can provide the technical environment necessary for modern, high-grade medical care and teaching.

With the negotiation of the Joint Operating Agreement between the University Hospitals Authority and HCA Health Services of Oklahoma, Inc., there is a need to consolidate efforts, activities, and programs among the entities of the Oklahoma Health Center. The advent of Managed Care has also created a need for more flexibility in practice sites to include ensured access to patients for ~~our~~ University medical students, interns, and residents.

With the approval of the College of Medicine ~~and~~ Dean, full-time faculty members shall be permitted to act in a professional capacity in specific instances not covered above. These situations shall be reported to the Board of Regents annually. The academic program shall take precedence over other responsibilities assumed by full-time faculty members.

As a condition of employment, faculty members who are employed by the University may not render patient care on a continuing basis except in those hospitals and teaching sites specifically authorized for ~~student~~ continuing patient care by the Board of Regents. (RM, 9-89, p.21311; 12-14-91, p. 22704; 9-13-94, p. 23997; 5-7-99, p. 26372)

## SECTION 3 – GENERAL POLICIES ~~3.1~~ — PERSONNEL POLICIES

The Board of Regents is constitutionally vested with the governance of the University. Within its authority is the governance of all general policy matters, including without limitation, staff personnel appointments, evaluations and appeals, retirement, leaves of absence, outside employment, intellectual property, compliance program, equal opportunity, and grievance procedures for discrimination and harassment. Specific provisions pertaining to general policies for the University may be set forth in the Faculty and Staff Handbooks, student handbooks such as the Student Code of Responsibilities and Conduct for the Norman Campus, and/or other official policy documents of the respective campuses. Any modification to a Board of Regents policy in the policy documents referred to above or elsewhere must be made through action of the Board of Regents.

### 3.1—PERSONNEL POLICIES

#### 3.1.1—PERSONNEL ACTIONS

The President ~~of the University or the President's authorized designees are~~ is authorized to approve the appointment of and fix the salary and terms of office of the following categories of personnel within funds available in the budgets approved by the Board of Regents (including reserve for contingencies) or within grant funds received by the University.

- Appointments, salaries, and other changes for members of the faculty who are ~~(a)~~ (a) not ~~(a) tenured or~~ <sup>†</sup>(b) not eligible for tenure or consecutive term, whether part-time or full-time, unless full-time equivalent salary for the academic year will be \$60,000 or more.
- Part-time graduate assistants, teaching assistants, research assistants, and consultants.
- Appointments, salaries, and other changes, including leaves of absence, for all members of the faculty and staff for terms of three months or less.
- Changes in title for tenured or tenure-eligible members of the faculty not involving a change in rank or salary.
- Appointments of part-time instructors for terms of less than one semester during the regular academic year.

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<sup>†</sup>Add "or"

- Personnel in the administrative staff, managerial staff, professional staff, administrative officer, and executive officer classifications unless the full-time equivalent annual salary will be \$60,000 or more. Mid-year salary increases, other than for a promotion or completion of a probationary period, for monthly salaried staff at any level are excluded from this authorization.
- Service and Operations staff and Supervisory staff.

(RM, 12-13-73, pp. 12641-42; amended 9-2-76, p. 14140; 2-8-79, pp. 15377-78; 3-8-90, p. 21623; 10-19-99, p. 26691; 3-29-00, p. 26909)

## 3.1.2—CONTRIBUTIONS TO FRINGE BENEFITS PROGRAMS

*(This section under consideration for possible deletion)*

The University's contribution to the Oklahoma Teachers' Retirement System and/or other charges for any other fringe benefit program for those individuals paid from other than Educational and General sources shall be charged to the source or sources of pay on a pro rata basis except where expressly forbidden by the source. (RM, 7-27-67, p. 9021)

## 3.1.3—PAYROLL DEDUCTIONS

The Board of Regents authorizeds (1) current withholding from the compensation for an employee's services, with the consent of the employee, amounts necessary for participation in various programs, and (2) the President of the University to approve future deductions which appear to be in the best interests of the University and its employees. (RM, 9-1-83, pp. 17634-5, edited)

3.1.4—EMPLOYMENT BENEFITS FOR ~~PART-TIME~~ ELIGIBLE EMPLOYEES

The University makes insurance available for employees under a flexible benefits plan, Sooner Options. Health, dental, group term life, accidental death and dismemberment, and long-term disability insurance are offered under Sooner Options. Dependent life and dependent accidental death and dismemberment insurance are also available. To be eligible to participate in Sooner Options, an employee must have at least a 50 percent FTE (full-time equivalent) continuous appointment expected to lasting a semester or more for faculty and six months for staff. ~~These individuals are eligible for coverage from the first day of employment.~~ Eligible employees are provided Sooner Credits in proportion to the FTE at the 50 %, 75%, or 100% level. Sooner Credits represent the money the University pays for each employee's health, dental, group term life, and accidental death and dismemberment insurance. Under Sooner Options, ~~this an~~ The University amount of money which is determined annually an amount of money to by the University, is provided to the employee's to spend on benefit coverages and the amount that will be paid if the employee declines coverage. or take as cash fitting their needs.

Premiums for dependent health, dental, life, and accidental death and dismemberment insurance must be paid by the employee. Also available on an optional basis, with the employee paying the premium, is additional life, accidental death and dismemberment, vision coverage, long-term care, and long-term disability insurance on the employee.

Workers' Compensation insurance is provided for all employees irrespective of employment status. Unemployment Compensation is provided for all employees except students. (RM, 12-8-77, p. 14733; amended 7-19-78, pp. 15108-9; 12-14-91, p. 22706)

## 3.1.5—RESIGNATIONS

Resignations shall be effective on the last day of service of the employee, and an employee shall not be paid for a holiday if the last day of service was prior to the holiday period. (RM, 1-17-57, p. 5565, edited; 3-29-00, p. 26909)

## 3.1.6—LEAVES OF ABSENCE

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**ADMINISTRATIVE**


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An administrative leave with pay ~~is sometimes may~~ be given when it is determined to be in the University's best interest that an employee not return to work for a specified period of time, or for designated emergency closings of the University. Recommendations for administrative leave must be submitted to the President or his designee for approval. (RM, 7-23-87, pp. 19828-29)

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**MILITARY**


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The University's policy on military leave of absence is administered in accordance with federal and state law. (RM, 3-9-72, p. 11380)

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**LEAVE OF ABSENCE WITHOUT PAY**


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Leaves of absence without pay may be granted for a period usually not exceeding one year to members of the faculty and other employees for purposes deemed to be in the interests of the University. Leaves without pay should be infrequent and should be approved only after careful consideration by department heads and college deans. Recurring requests for leaves of absence without pay should not be approved without strong justification, particularly when they are in consecutive years.

Application for a leave of absence should be submitted to the department chair or director, who will forward it with recommendation to the college dean<sup>2</sup> by February 1 for leaves beginning in the following academic year or later and no later than July 15 for leaves beginning the following spring semester. After recommending approval or disapproval, the dean will forward the application to the Senior Vice President and Provost. The Senior Vice President and Provost will recommend to the President, who will make recommendations to the Board of Regents for final action for the April and September meetings, respectively. The President may approve exceptions to these deadlines, provided that it appears to be in the best interests of the University.

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<sup>2</sup> This paragraph seems to apply only to faculty. Same chain of approval for staff?

The application will be in the form of a letter of request with specific justification for the absence from ~~the University of Oklahoma~~ and will include, for example, the following information:

- Sabbatical or other leaves the faculty has taken in the past six years, their dates and purposes.
- The purposes of the proposed leave.
- The contribution of the leave to the realization of the ~~person's~~faculty member's goals and those of the University in research, teaching, or service.
- The arrangements to be made by the department to handle the courses that normally would be taught by the faculty member who is proposing to go on leave. The application should be specific and list the affected courses or other work and the arrangements that have been made for these courses and work.

Requests for extension must contain updated information about the above items and will be subject to the same approval procedure as an initial leave.

Time spent on leave of absence without pay will not count toward a probationary period for tenure or for eligibility for sabbatical leave.

University contributions to the Defined Contributions Plan, AD & D, and group life and medical and dental insurance will not be made during a leave of absence without pay. Persons on such leave without pay may pay for their own contributions to the plans, except to the Defined Contribution Plan. (RM, 11-12-43, p. 1475; 1-24-95, p. 24220)

**PAID LEAVE AND ~~SHORT TERM DISABILITY POLICY~~ EXTENDED SICK LEAVE**

Paid leave benefits are available to staff and twelve-month faculty who hold continuous appointments. Employees on limited appointments and student employees are not eligible for paid leave time. Paid leave time may be used for vacation, ~~personal illness, funeral attendance, illness of a family member~~ or other personal business. Monthly paid employees working at least half-time but less than full-time will receive paid leave accrual ~~in proportion to~~ based on their FTE appointment. Details about accrual of paid sick leave for eligible part-time benefits-eligible employees on each campus are available from the Office of Human Resources. Employees on the hourly payroll (Norman Campus only) receive paid leave accrual on the basis of the number of hours paid. Employees working at least half-time but less than full-time will accrue paid leave benefits on a pro-rata basis. The 40-hour work week will be the basis for the pro-rata computations. ~~Employees will not accrue additional paid leave while using extended sick leave.~~ Earned paid leave time is accrued on a monthly basis according to the schedule below:

<b>Employment Category</b>	<b>Maximum Years of Service</b>	<b>Monthly Accrual Hours<sup>3</sup> Annual Accrual</b>	<b>Annual Maximum Accrual Allowance</b>
Executive Officers	22	33 days (264 hrs)	42 days (336 hrs)
Administrative Officers & 12 month faculty, each yr.	22	33 days (264 hrs)	42 days (336 hrs.)
9-month staff*, <sup>4</sup> each year	8	<u>12 days</u> <u>(96 hrs)</u>	<del>42</del> 42 days <del>(96)</del> <u>336</u> hrs)
1 <sup>st</sup> -5 <sup>th</sup> yr. Staff	18	27 days (216 hrs)	<del>30</del> 42 days <del>(240)</del> <u>336</u> hrs)
6 <sup>th</sup> -10 <sup>th</sup> yr.	20	30 days (240 hrs)	<del>36</del> 42 days <del>288</del> <u>336</u> hrs)

<sup>3</sup>-33 days a month? Need to revise heading?

\* Accrual rate is less since vacation policy does not apply to 9-month staff.

<sup>4</sup>-What about 10-month faculty?

11<sup>th</sup> yr. &  
thereafter

22

33 days  
(264 hrs)

42 days  
(336 hrs)



Paid leave time can be accrued up to the maximum allowance listed above. Time accrued beyond the maximum allowance will be deposited in a ~~short-term disability~~ the employee's extended sick leave account. There is no maximum on the accrual of ~~short-term disability~~ extended sick leave. An employee may transfer accrued paid leave time to the ~~short-term disability~~ extended sick leave account. Time deposited in the ~~short-term disability~~ extended sick leave account may not be transferred back to the paid leave time accrual. Extended sick leave can be used for extended personal illness requiring more than seven days.

Time away from work because of vacation, illness of a family member, funeral attendance, or other personal business is to be reported as paid leave time taken. Absence due to personal illness is to be reported as paid leave time taken for the first seven days per incident. When there is no accrued time in the paid leave time account, the first seven days per incident of illness must be leave without pay. Absence due to personal illness beyond seven continuous working days will be deducted from the ~~short-term disability~~ extended sick leave account as long as accrued time is available. When there is no accrued time in the ~~short-term disability~~ extended sick leave account, absence due to personal illness will be deducted from paid leave time. Scheduled paid leave time taken will be considered as time worked for the purpose of compliance with the University overtime policy. Unscheduled paid leave time taken and ~~short-term disability~~ extended sick leave time taken will not be considered as time worked for overtime purposes.

An employee returning to work part time following a ~~short-term disability~~ extended sick leave may continue to draw from the ~~short-term disability~~ extended sick leave account for the time not worked until a full release is given by the physician. Recurrence of the same illness within 30 days of returning to work from a ~~short-term disability~~ extended sick leave may be considered a continuation of the incident and charged to ~~short-term disability~~ extended sick leave.

Absences due to personal illness should be reported on the monthly payroll certification or hourly time records. A Personnel Action Form changing the employee's status to ~~short-term disability~~ extended sick leave must be processed before any absence may be deducted from the ~~short-term disability~~ extended sick leave account. The University will require acceptable medical documentation of illness or disability before allowing any charges to ~~short-term disability~~ extended sick leave benefits whatsoever.

Leave for personal illness should be taken in the following order: seven days of paid leave time, ~~short-term disability~~ extended sick leave, compensatory leave (available for non-exempt staff)<sup>5</sup>, remaining paid leave time, leave without pay. Duration of the disability is to be medically determined. No supervisor should compel an employee to return to work without a medical release. Pregnancy is to be treated as any other ~~short-term disability~~ extended sick leave. An employee may continue normal duties through pregnancy or use available leave while unable to perform regular duties. Employees who utilize leave for pregnancy shall suffer no penalty, retaliation, or other discrimination.

Vacation time is to be taken from paid leave time. Authorized holidays falling within an employee's vacation period will not be counted as vacation time. Paid leave time may not be used for vacation within the first six months of employment. Use of paid leave time for other than

<sup>5</sup> Where is this defined?

personal illness or emergency must be scheduled in advance with supervisory approval. Employees must comply with departmental policies for reporting absences and approving time off work. Whenever possible, the University will grant earned paid time off at the convenience of the employee. ~~However, subject to departmental needs, must be met.~~

Cash payment to an employee in lieu of paid leave time will not be permitted except upon termination. No cash payment will be made for time accrued in the ~~short-term disability~~extended sick leave account. Nine-month employees will not receive cash payment for accrued paid leave time. Twelve-month employees terminating their employment under satisfactory conditions and who have been employed by the University more than six months in a benefits-eligible position will be paid for paid leave time which they have accrued, not to exceed the amount of their annual accrual. Terminal pay will not include credit for University-recognized holidays falling within the terminal pay period. The budget head may recommend that terminal pay be denied to an employee discharged for serious cause. Retiring employees or the beneficiaries of deceased employees will be paid for accrued paid leave time up to the maximum accrual allowance and will receive pay for holidays falling within the terminal pay period.

Employees appointed to grants and contracts accounts are expected to use all earned paid leave time during the specified period of their appointment unless the grant or contract contains a separate account with sufficient funds to pay for accumulated leave time upon termination or the department to which the employee is transferring is willing to accept it. If such funds are not available, paid leave time must be transferred into the ~~short-term disability~~ extended sick leave account at the time the employee terminates or the grant or contract is discontinued. Twelve-month employees changing to a nine-month appointment must transfer all accrued paid leave time in excess of 12 days into the ~~short-term disability~~ extended sick leave account. (RM, 4-4-91, p. 22299; 6-19-96, p. 24943; 3-29-00, p. 26909)

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~~SHORT-TERM DISABILITY-EXTENDED SICK LEAVE POLICY FOR NINE- AND TEN-~~  
MONTH FACULTY <sup>6</sup>

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The following ~~short-term disability~~ extended sick leave benefits are available to full-time faculty members with the rank of instructor or above who hold nine-month ~~or ten-month~~ continuous appointments on the Norman and Health Sciences Center campuses. Benefits for 12-month faculty are addressed in the University's Paid Leave and ~~Short-Term Disability-Extended Sick Leave~~ Policy.

Full-time, and nine-month faculty with the rank of instructor or above will accrue 12 days of ~~short-term disability~~ extended sick leave per year. Such faculty members working at least half-time (.50 FTE) but less than full-time (1.0 FTE) will receive leave accrual based on their FTE, in proportion to their FTE appointment; otherwise, the requirements under the Unpaid Leave and Extended Sick Leave policy apply. ~~Any unused portion of a faculty member's accrued annual short-term disability extended sick leave will be deposited into the short-term disability extended sick leave account.~~ There is no maximum on the accrual of ~~short-term disability~~ extended sick leave. No cash payment will be made for any time accrued.

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<sup>6</sup> Redundant—this is covered in previous section.

All short-term disability leave must be reported and charged to the short-term disability account. Any leave greater than seven days requires a Personnel Action Form changing the faculty member's status to short-term disability. The University will require acceptable medical documentation of illness or disability before allowing any charges to short-term disability leave benefits.

A full-time faculty member returning to work part-time following a short-term disability may continue to draw from the short-term disability account for the time not worked until a full release is given by his/her physician. Recurrence of the same illness within 30 days of returning to work from a short-term disability may be considered a continuation of the incident and charged to short-term disability.

Duration of a disability is to be medically determined. No supervisor shall compel an employee to return to work without a medical release. Pregnancy is to be treated as any other short-term disability. A faculty member may continue normal duties through pregnancy or use available leave while unable to perform regular duties. Faculty members who utilize leave for pregnancy shall suffer no penalty, retaliation, or other discrimination. (RM, 4-4-91, p. 22303; 6-19-96, p. 24943)

### 3.1.7—FINANCIAL CONFLICTS OF FINANCIAL INTEREST-NORMAN CAMPUS

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#### I. PURPOSE OF POLICY

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This policy addresses situations where there might be a potential financial conflict between a particular outside interest of a faculty or staff employee and the obligation that the employee owes to the University, such that an employee's profit or advantage may come, or reasonably appear to come, at the expense of the well-being of the University.

The purpose of this policy is to aid in identifying apparent, actual, and potential financial conflicts of interest and assuring that such conflicts do not improperly affect the activities or professional conduct of the University ~~universities~~ or its ~~their~~ employees. For purposes of this policy, the term University shall refer to the Norman Campus of ~~The University of Oklahoma~~ only.

It is not the intent of this policy to restrict legitimate work appropriate to the employee's profession or discipline, but only to provide the University with authority to take action that is appropriate, proportionate, and focused on substantial financial conflicts of interest that compromise an employee's professional judgment.

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#### II. STATEMENT OF GENERAL POLICY

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The ~~University of Oklahoma~~ is a public institution committed to the mission of teaching, research and creative/scholarly activity, and community service professional and University service and public outreach. To these ends, the ~~institution~~ University balances an assortment of principles: maintaining an atmosphere that promotes free and open scholarly inquiry; facilitating

the transfer of information and technology for the benefit of the public; and serving as a prudent steward of public and private resources entrusted to it. Faculty and staff have a primary commitment to their basic University duties of teaching, research and creative/scholarly activity, and professional and University service and public outreach ~~service~~. These basic duties often limit outside activities. As a result, professional and personal activities may present financial conflict of interest situations which should be evaluated under the auspices of this and other applicable University policies.

~~Faculty~~ Employee participation in outside professional, commercial, and *pro bono publico* activities can make important direct and indirect contributions to the strength and vitality of the University. Through participation in such activities, ~~faculty or staff~~ employees may add to knowledge and understanding that is relevant and useful to teaching and research within the University, develop sources of funding and support for activities carried out in the University, and establish relationships valuable to the University. Because of its value to the University, its rewards for individual ~~faculty~~ employees, and its contributions to the larger society of which the University is a part, the University recognizes that employee participation in outside professional, commercial, or *pro bono publico* activities is often appropriate.

Sound professional discretion is an integral part of the University's financial conflict of interest system. Any review of a potential financial conflict of interest will be undertaken in light of four general propositions.

First, financial conflicts of interest per se are inevitable, and do not necessarily represent any impropriety by ~~faculty or staff~~ employees if disclosed in advance. Second, the failure to disclose a financial conflict of interest for administrative review and response would be a serious mistake for any ~~faculty or staff~~ employee, and may be a breach of this policy. Third, there is a presumption in favor of allowing ~~faculty or staff~~ employees to act in dual roles once the conflict of interest has been disclosed (prior written approval is required in cases of potential conflicts involving federal grants or contracts); ~~See sections V(A) V(B)(1) and V(G) below~~. Fourth, conflicts of interest may be so profound or substantial ~~under some circumstances~~ that it would be best for all concerned if the ~~faculty or staff~~ employee did not participate in a particular transaction.

It is not possible to completely eliminate the potential for financial conflict of interest because there are certain rewards and incentives that are inherent or appropriate in the structure of a University enterprise. Such conflicts become detrimental when the potential temptations, financial or otherwise, undermine reasonable objectivity in the design, interpretation, and publication of research; setting University policies; managing contracts; selecting equipment and supplies; involving students in sponsored projects; or performing other roles in University governance in which objectivity and integrity are paramount. Furthermore, since allegations of financial conflicts of interest based on appearances can undermine public trust in ways that may not be adequately restored even when mitigating facts are brought to light, apparent financial conflicts should be avoided, when feasible and appropriate.

Other sections of this ~~P~~policy notwithstanding, it is the ongoing responsibility of the employee to abide by the provisions of all other applicable federal, state, and University's laws and policies relating to financial conflicts of interest; to identify potential financial conflicts of interest; and to disclose and seek guidance on such matters from the appropriate vice president.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policies related to Conflicts of Financial Interest. The specific provisions proscribing conflicts of financial interest are set forth in the Faculty Handbooks and Staff Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regent's policy in these handbooks must be made through action of the Board of Regents. (The text below appears in the Norman Campus Faculty handbook.)~~

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### III. WHEN IS THERE A FINANCIAL CONFLICT OF FINANCIAL INTEREST?

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(The text below appears in the Norman Campus Faculty Handbook)

A financial conflict of ~~financial~~ interest exists when a Significant Financial Interest could substantially compromise an employee's judgment in the performance of University duties.

~~Faculty and staff~~ Employees are responsible for disclosing those Significant Financial Interests that would reasonably appear to be affected by or to affect their ~~u~~University duties. However, it is the responsibility of the University, not the discloser, to determine if the disclosed interests could significantly affect the performance of University responsibilities and to require the management, reduction, or elimination of the financial conflict.

This policy does not address conflict of commitment, which is the subject of other provisions of the ~~f~~Faculty and ~~s~~Staff ~~h~~Handbooks. ~~(See, especially, Faculty Handbook sections 3.6 et seq., 3.8.2, and 4.20.2).~~ Such conflicts may be addressed by additional policies in the future.

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### IV. DEFINITIONS

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#### APPROPRIATE VICE PRESIDENT:

The appropriate vice president giving oversight of the management protocols depends on the activity generating the potential conflict of interest. If the employee activity is a research activity, the ~~v~~Vice ~~p~~President for ~~r~~Research will provide oversight, regardless of where the individual is employed within the ~~u~~University. If the activity is not research-related, the vice president in whom authority resides over the particular unit in which the individual is employed will provide oversight.

#### COMPENSATION:

All remuneration or other things of value received in payment for services rendered is considered to be compensation. This can include salary or other forms of payment including gifts, stocks, or other items of significant financial value.

#### EMPLOYEE:

Any person possessing either a full-time or part-time faculty or staff appointment at the University who is eligible to receive benefits and receives a salary or wage for his/ or her defined responsibilities. This definition does not include temporary employees appointed ~~(30-90)~~ ninety days or less or a member of the Board of Regents ~~of The University of Oklahoma and Cameron University~~. For application of this policy, this definition may include students, both graduate and

undergraduate, who work on a grant or contract and have responsibility, in whole or in part, for the reporting of research.

**FAMILY:**

An employee's spouse and dependent children.

**SERIOUS BREACH:**

A serious breach of this policy is a failure to disclose or commit a prohibited action in conscious disregard of this policy. Conscious disregard is a mental state embracing: either

- intent to deceive, manipulate, or defraud;
- guilty knowledge; or
- moral awareness that the alleged conduct violated the policy.

**SIGNIFICANT FINANCIAL INTEREST:**

Anything of monetary value, including, but not limited to, salary or other payment for services (e.g., e.g., consulting fees or honoraria); equity interests (e.g., e.g., stocks, stock options, or other ownership interests); and intellectual property rights (e.g., patents, copyrights, and royalties from such rights).

The term does not include:

- 1) salary, royalties, or other remuneration from ~~the University of Oklahoma~~;
- 2) income from seminars, lectures, or teaching engagements sponsored by public or nonprofit entities;
- 3) income from service on advisory committees or review panels for public or nonprofit entities;
- 4) an equity interest that, when aggregated for the employee and the employee's spouse and dependent children, meets all of the following tests:
  - a) Does not exceed ten thousand dollars (\$10,000.00) in value as determined through reference to public prices or other reasonable measures of fair market value;
  - b) does not represent a five percent (5%) or more ownership interest in any single entity; and
  - c) did not yield dividends of one thousand dollars (\$1,000.00) or more during the preceding calendar year; or

- 5) salary, royalties, or other payments that, when aggregated for the employee and the employee's spouse and dependent children over the ~~next~~ following twelve months, are not reasonably expected to exceed ten thousand dollars (\$10,000.00).

Potential equity value should be considered in those instances where the employee has an equity interest in a privately-held company and the potential exists for bias in design, conduct, or reporting of research based on future financial benefit; the true value of that interest may not be known until the ~~firm~~ company goes public, but the ~~faculty or staff~~ employee should make a reasonable assessment of the future market value of the equity.

Regardless of the above minimum requirements, ~~a faculty or staff member~~ an employee, in his or her own best interest, is encouraged to disclose any other financial or related interest that could present an actual financial conflict of interest or be perceived to present such a conflict of interest. Disclosure is a key factor in protecting one's reputation and career from potentially embarrassing or harmful allegations of inappropriate behavior. (~~faculty or staff~~ Employees are encouraged to ask for guidance from their department chair or dean or the Senior Vice President and Provost's Office, even in situations that are not covered by the disclosure procedures in this policy.)

#### UNIVERSITY RESOURCES:

All University facilities, personnel, equipment, property, materials, or proprietary information constitute University resources.

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## V. POLICIES & PROCEDURES FOR DISCLOSURE, REVIEW, AND MANAGEMENT OF POTENTIAL FINANCIAL CONFLICTS OF INTEREST

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### A. DISCLOSURE

Every employee of the University shall make annual disclosure of any significant financial interest(s), as defined in Section IV of this policy, that would reasonably appear to be a financial conflict of interest. This disclosure shall be made in writing to the appropriate ~~Vice P~~resident. The vice president may consult with advisory personnel, groups, or committees appointed for that purpose pursuant to policies and procedures established by the University or with others in connection with the review and, upon completion, shall advise the employee in writing of his or her decision, and the reasons for the decision, to accept (with or without modifications), return for more information, or reject the recommendations<sup>7</sup>. If accepted, the notification shall include, among other things, requirements for immediate action and plans for continued monitoring of the potential or actual financial conflict.

Employees shall provide at least ten ~~(10)~~ working days for review of their disclosure prior to making any commitment that could reasonably lead to a financial conflict. However, in the event that ~~the ten (10) ten-working working~~ day time period is not feasible, the employee should identify the need for expedited review and submit the request to the appropriate ~~Vice P~~resident.

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<sup>7</sup> Not clear whose recommendation this is or when/how it's made.

Any changes that occur in an employee's significant financial interests during the year shall be disclosed promptly and reviewed in the manner described above.

#### B. PRIOR APPROVAL.

- 1) As required by federal law and regulations, all financial disclosures must be made, and all identified financial conflicts of interest must be satisfactorily managed, reduced, or eliminated prior to the University's expenditure of funds under the award, in accordance with the ~~institution's~~ University's financial conflict of interest policy.
- 2) Although there is a presumption in favor of allowing ~~faculty or staff~~ employees to act in dual roles once a financial conflict of interest has been disclosed, an employee shall not proceed with proposed activity prior to a University evaluation, as detailed in ~~paragraph V. (A)~~ above.

#### C. EXAMPLES OF MANAGEMENT OF CONFLICTS OF INTEREST

Conditions or restrictions that might be imposed by the University to manage, reduce, or eliminate actual or potential financial conflicts of interest include but are not limited to:

- 1) public disclosure of relevant information regarding the financial conflict of interest, such as all relevant ~~sSignificant fFinancial iInterests~~;
- 2) monitoring of research by independent reviewers;
- 3) modification of the research plan, activity, or agreement to eliminate or minimize the financial conflict of interest;
- 4) designation of an appropriate University representative to have immediate oversight responsibility over the management plan;
- 5) divestiture of ~~sSignificant fFinancial iInterests~~;
- 6) disqualification from participation in the portion of the activity that would be affected by the ~~sSignificant fFinancial iInterests~~;
- 7) severance of the relationships that create actual or potential financial conflicts; or
- 8) termination of student involvement in the project.

Some ~~F~~ federal funding agencies permit research to proceed, in spite of disclosed conflicts, if the review determines that imposing restrictions or conditions would be either ineffective or inequitable, and that the potential negative impacts that may arise from a ~~sSignificant fFinancial iInterest~~ are outweighed by interests of scientific progress, technology transfer, or the public health and welfare. However, the University is ultimately responsible for the determination of whether a research or educational project which involves a conflict should proceed.



All management plans must be focused and narrowly tailored to minimize or eliminate improper financial conflicts of interest.

#### D. REPORTS

After development of an acceptable management plan and commencement of the work, the appropriate individuals with oversight responsibility will regularly report, in writing, to the appropriate vice president on the effectiveness of the plan. The frequency of such reports shall be determined by the appropriate vice president but shall in all events be at least annually.

#### E. MODIFICATION OF MANAGEMENT PLANS

If, after sufficient experience to assess the effectiveness of the management plan and after notice to and full consultation with all appropriate parties, the appropriate vice president determines that the conflict has not been properly managed or has become unmanageable, he/she may modify the plan. If outside agencies require notification of conflict resolution and management, they will be notified in accordance with their requirements.

#### F.

~~The forms suggested for this disclosure and management process may be found in the Forms appendix to this policy.<sup>2</sup> The Senior Vice President and Provost shall provide annual notice and explanation of the forms to be used in the disclosure process for the coming year.~~

#### G.

It is understood that ~~faculty and staff~~ employees shall clearly, fully, and truthfully disclose, in writing, all activities, relationships, or interests that might present financial conflicts of interest. Nevertheless, there shall be no retrospective sanctions under this policy for the period of time after the ~~ten-ten-day~~ review period, detailed in ~~paragraph V.(A) above~~, when the appropriate vice president knew of such activities, relationships, or interests and, acting in good faith, took no action to manage, minimize, or eliminate them.

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### VI. UNIVERSITY ADMINISTRATOR RESPONSIBILITIES

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- A) Because of the special role that chairsmen of departments and committees, deans of divisions and schools, the Senior Vice President and Provost, the President, and other senior academic officials play in administering the affairs of the University, it is especially important that ~~faculty or staff~~ employees serving in these administrative positions avoid involvements in outside professional or commercial activities that pose potential conflicts of interest with the fulfillment of their responsibilities to the University. The necessary involvement of these administrative officials in the appointment and promotion process, in decisions concerning students, and in the

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<sup>2</sup>Where? Omit sentence?

supervision of other faculty requires that they be especially sensitive to potential conflicts of interest and that they uphold a particularly rigorous standard for avoiding such conflicts.

- B) The ~~A~~ppropriate ~~V~~ice ~~P~~resident should report periodically to the President, the Research Council, the Faculty Senate, the Staff Senate, and other appropriate governing bodies on the status of financial conflict of interest issues among the faculty and staff and on major issues concerning faculty and staff involvement in such activities.

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## VII. PROCEDURES FOR REVIEWING ALLEGED POLICY VIOLATIONS

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- A) ~~Faculty or staff e~~mployees are subject to the ordinary disciplinary process of the University if they fail to fully and truthfully disclose activities or relationships that could reasonably be viewed as financial conflicts of interest situations or fail to comply with any stipulated plan for managing the disclosed conflict. They may be subject to criminal sanctions or civil liability under federal and/or state law as well.
- B) Failure to disclose known financial conflicts of interests or to follow an appropriate prescribed management plan may be a serious breach of this policy and may itself be considered ethical misconduct or professional dishonesty.
- C) University sanctions for serious breaches of this policy may include, without restriction, reprimand, restitution, loss of pay, suspension, expulsion, or dismissal. Furthermore, persons who violate this policy also may be subject to civil and criminal penalties for violations of state or federal law.
- D) Allegations against an ~~faculty or staff~~ employee for breach of this policy should be reported in a confidential writing to the Senior Vice President and Provost and, if against a staff employee, to the executive officer in whose area the alleged transgressor is employed.

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## VIII. MISCELLANEOUS PROVISIONS

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### A. CONFIDENTIALITY

All information disclosed by an employee for the purpose of disclosure and management, and all official records of disclosure and management, shall be considered a part of the employee's personnel file or student file and shall be deemed confidential. Any information disclosed by an employee as required by this policy shall be used solely for the purpose of administering and/or executing this policy and may not be disclosed or used for any other purpose unless required by law. Unauthorized disclosure of any such information shall be deemed to be unethical behavior and a violation of this policy and subject to appropriate disciplinary action.

The University is required to make information available, upon request, to Federal agencies sponsoring work at the University regarding all conflicting interests associated with the funded project identified by the University and how those interests have been managed, reduced, or eliminated to protect the research from bias. The University maintains records of all financial disclosures and all actions taken by the University with respect to each conflicting interest for a reasonable period of time. For sponsored research activities, records will be retained for at least ~~179~~three years from the date submission of the final expenditures report or, where applicable, from other dates specified by requirements of the sponsoring agency. The above notwithstanding, all such records shall be retained for the period of time as may be required by law.

#### B. RELATIONSHIP TO OTHER UNIVERSITY POLICIES

There are a number of University policies which govern the duties and responsibilities of University employees which, while not repeated here, nevertheless may apply to conflict of interest situations. For example, University policies regarding nepotism and consensual sexual relationships also articulate important principles restricting employee conflicts of interest. ~~A listing of these policies is included as Appendix C to this Policy.~~

## C. CONFLICT OF INTEREST LAWS

In addition to this policy, the sState has imposed laws and rules governing conflicts of interest in State employment. This Ppolicy overlaps with but does not supplant University employees' responsibilities under state or federal law, which in some instances will include additional, and sometimes different, prohibitions, penalties, and reporting duties. Relevant state laws/rules are available at the Office of Legal Counsel. Federal conflicts of interest laws also may be applicable to those who receive federal grants/contracts or to those employed partly by federal agencies. Further information in this regard is available at the Office of Research Administration at ~~The University of Oklahoma~~. By reference thereto, this policy includes all requirements relating to conflicts of interest to which the University and/or its employees are subject under state or federal law.

## D. FREEDOM OF EXPRESSION AND ACADEMIC FREEDOM

This policy does not purport to prohibit expressive conduct protected from severe sanctions, punishment, or other undue burdens by the Constitutions of the United States and of the State of Oklahoma. Specifically, nothing in this policy shall be construed to authorize the University to take adverse action against any employee for consulting or outside professional activities because of the employee's viewpoint, ideology, creed, political opinion, or for any other political motivation.

## IX. POLICY MAINTENANCE

The Senior Vice President and pProvost and vice presidents of each campus shall review the applications, operation, and management of this policy at least ~~as often as~~ annually, otherwise, as often as necessary to confer and formulate recommendations to the pPresident of the University regarding revision of the policy. If an advisory group or committee has been appointed, that committee shall be included in the review process.

*(The current policy is effective until Dec 2003 following a Jan 2000 action. I want to remove any sunset clause—NLM)*

The effective period of this Policy Regarding Financial Conflicts of Financial Interest shall begin when duly approved by the Board of Regents ~~of The University of Oklahoma~~ at a regular or special meeting and shall end ~~three hundred sixty five (365) days thereafter~~ December 31, 2006, unless extended or reduced by action of the Board of Regents at a regular or special meeting, within said ~~three hundred sixty five (365) day period~~. (RM, 10-13-88, p. 20597; 1-16-89, p. 20834; 10-14-93, p. 23584; 9-26-95, p. 24570; 12-10-96, p. 25199; Jan 2000 p.<sup>9</sup> ?) (End Norman Campus text)

<sup>9</sup> Page number is missing

## 3.1.8—INTELLECTUAL PROPERTIES POLICY

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**PREAMBLE**

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The people of the State of Oklahoma may reasonably expect that their investments in the University of Oklahoma will create new industry and enhance existing industry within the State and Nation. Such new industry creates greater employment opportunities for citizens of the State and the Nation and an improvement in their standard of living.

The creation and development of intellectual property at the University encourages new business and is key to creating strong University and industry partnerships. It is the responsibility of University employees to disclose intellectual property and to foster an entrepreneurial attitude within the work force by involving students in the creation of intellectual property. Intellectual property development shall be pursued in concert with, but subject to, the University's ~~principle~~ principal responsibilities of education and knowledge creation.

Therefore, it is in the best interest of the University to adopt a policy that encourages disclosure of discoveries and inventions and rewards such creative activity. To do so, the University policy must insure that creators of copyrightable works or trademarks and inventors a share in any financial success enjoyed by the University through the creation and commercialization of intellectual property. The basic objectives of the University's policy concerning creative works, trademarks, discoveries, and inventions (i.e., intellectual property) include the following:

- 1) To maintain the University's academic policy of encouraging research, publication, and scholarship independent of potential gain from royalties or other income.
- 2) To make patented materials created pursuant to University objectives available in the public interest under conditions that will promote their effective utilization and commercialization.
- 3) To provide adequate incentive and recognition to faculty and staff through proceeds derived from their creative works, trademarks, discoveries, and inventions.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all intellectual properties policy and related matters. The specific provisions proscribing intellectual properties policy and related matters are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma and in the Staff Handbook as approved by the Board of Regents. The specific provisions proscribing all aspects of the policy, and structure of the program are set forth in the Faculty Handbook and Staff Handbook. Any modification to a Regent's policy in these handbooks must be made through action of the Board of Regents.~~

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 PATENTS
 

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(The text below appears in the Norman Campus and Health Science Center Faculty Handbook)

## I. OWNERSHIP

All discoveries and inventions, whether patentable or unpatentable, and including any and all patents (domestic and foreign) based thereon and applications for such patents, which are made or conceived by any member of the faculty, staff, or student body of ~~the University of Oklahoma~~, either in the course and/or scope of employment for ~~the University of Oklahoma~~ or substantially through the use of facilities or funds provided by or through the University shall be owned by and be the property of the Board of Regents ~~of the University of Oklahoma~~ except as described below. Lab notebooks, records, drawings, sketches, photographs or other images, models, biological specimens or materials, chemical samples, or any other materials needed to support the preparation, submission, prosecution, defense, or enforcement of a patent in the United States or other applicable jurisdiction, whether or not the University takes such action, shall also be owned by the Board of Regents.

Faculty<sup>††</sup>, staff, and students having rights to discoveries/inventions prior to employment at the University of Oklahoma should notify the Office of Technology Development of such intellectual property so that ownership to any further development of that same intellectual property at the University of Oklahoma may be established, by written agreement, with the University Vice President for Technology Development. The Vice President for Technology Development shall consult with the Senior Vice President and Provost of the Health Sciences Center or his designee before entering a contract with faculty, staff, or students<sup>††</sup> at the Health Sciences Center.

In the event faculty or staff make discoveries or inventions outside the course of and/or scope of employment and using no University facilities, equipment, or supplies, or if using such reimburses the University for this use in accordance with a prior written agreement with the University; ~~and~~ in accordance with University policy, title to such discoveries or inventions shall remain in the inventor, provided the University Vice President for Technology Development determines that the discovery or invention was made under these conditions. The inventor shall nonetheless submit a disclosure form to the Office of Technology Development. This disclosure shall contain sufficient information to enable the University Vice President for Technology Development to make a determination. If confidential information is required, the University will sign a nondisclosure agreement for purposes of this review. Should the University Vice President for Technology Development determine that the University does have a proprietary interest, a more complete disclosure may be required before making a decision in regard to title, the University Vice President for Technology Development shall consult with the Senior Vice President and Provost of the Health Sciences Center when the faculty member is based at the Health Sciences Center. If it is determined that the University has an interest, the provisions of

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<sup>††</sup> Staff? What about students? See above paragraph.

<sup>††</sup> Same question.

this policy shall then be applicable. Appeals of such determinations may be made to the Faculty Appeals Board and then to the President.

All rights in and to discoveries and inventions described ~~above in Paragraph 1.1~~ shall be disclosed to and assigned to the Board of Regents ~~of the University of Oklahoma~~ as a specific condition of employment with the University and admission to and/or attendance at the University. Faculty, staff, and students shall execute any and all documents the University deems reasonably necessary to evidence such ownership, meet its legal obligations and effect patent protection, domestic and foreign, for the University or its nominee. All costs involved in obtaining and maintaining patent protection shall be borne by the University or its nominee.

The University agrees to act in good faith with respect to the determination of ownership.

## 2. REVENUE

The gross revenues (which shall include but not be limited to, cash and equity) received by the University from the licensing, sale, or commercialization of a University discovery or invention as described in ~~s~~Section 1, will be distributed among the discoverer(s)/inventor(s), his/her/their primary department(s), and the University, in accordance with the following formula:

- 35% of gross revenues to the discoverer(s)/inventor(s) (as submitted on the Invention Disclosure Form);
- The remaining 65% to be used to reimburse the University for out-of-pocket expenses that it has or shall incur in connection with, but not limited to, patent filing, prosecution, maintenance, and defense;

~~After such expenses have been recouped, the balance remaining 65% will be distributed as follows:~~<sup>12</sup>

- ~~31%20%~~ to originating college(s), half of which to goes to the originating department
- ~~7%5%~~ to President's discretionary fund
- ~~7%5%~~ to the campus Vice President for Research
- ~~25%15%~~ to OTD to apply to operational expenses with a pro rata share to go to the originating campus
- ~~(at least 80%) to the Office of Technology Development~~
- ~~30%20%~~ to the Growth Fund maintained for each originating campus

Stock certificates issued to the University shall be held by the Controller's Office of the Norman Campus.

The right to receive such royalty revenue shall be extended to the inventor(s) in the event that the inventor is no longer an employee or student of the University. Such right shall also accrue to the estate of the inventor(s). Inventor(s) and/or their successors or assigns shall have the responsibility to provide the Office of Technology Development of the respective campuses with all the necessary information to make payments to the appropriate parties, including without limitation, current addresses; provided, failure to keep the University so informed shall permit the University to hold all such revenue for such parties for a reasonable time or until the lawful beneficiaries make claim thereto.

The University Vice President for Technology Development shall establish and maintain a "Growth Fund"<sup>13</sup> for each originating campus to be used to stimulate general faculty<sup>13</sup> intellectual

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<sup>12</sup> ~~Check the math.~~



property disclosures as well as technology development and transfer. The fund will be used to further stimulate researchers on each campus to make proposals when there is a need for additional funding to provide prototypes, additional research results, and/or "gap" funding to keep a program in place during transition. Those accessing the Growth Fund will be expected to repay the Growth Fund at a target rate of two times the amount awarded from the Growth Fund. This fund will be administered under guidelines consistent with the research and scholarly missions of the University in consultation with the University Patent Committee. The Health Sciences Center Senior Vice President and Provost will confer with the University Vice President for Technology Development prior to the Senior Vice President and Provost's allocation of funds. If the University Vice President for Technology Development does not approve of the proposed allocation, the proposed allocation will be submitted to the President for final approval or disapproval.

When there are two or more discoverers/inventors, each shall share equally in the inventor's share unless all discoverers/inventors agree in writing to a different distribution of such share. Such originally-signed agreement shall be filed with the Office of Technology Development of the respective campuses of the discoverer(s)/inventor(s). No distribution of cash revenues will be made until this issue is resolved by the discoverer(s)/inventor(s) or their successors in interest.

The discoverer(s)/inventor(s) and his or her college shall be paid their share of the cash revenues upon receipt ~~of~~ by the University and will be furnished with a statement of revenue derived from the commercialization of the invention at the time of payment. In the event of any litigation, actual or imminent, regarding patent rights, the University may withhold distribution until resolution of the particular matter.

The University does not act as a fiduciary for any person relating to consideration received under the terms of this policy.

### 3. ASSET EQUITY-MANAGEMENT COMMITTEE AND POLICY

The Asset Equity-Management Committee shall determine the disposition of equity assets obtained through the commercialization of University technology which is valued under \$ 100,000.00; e.g., whether to sell, trade, or hold the assets, as it deems to be in the best interests of the University, considering, among other factors, the requirements of the University and risks associated with holding the particular equity/stock asset. For assets values \$ 100,000.00 and above, the Committee shall make recommendations to the Board of Regents with regard to their disposition. Provided in such cases, should the Committee determine that University interests require a decision regarding the disposition of such assets prior to the next regularly scheduled meeting of the Board of Regents, it shall be authorized to do so, upon the approval of the President, and the results shall be reported at the next meeting of the Board of Regents.

At the call of the University Vice President for Technology Development, the Committee shall meet together in person, by teleconference or other acceptable means on an "as needed" basis in order to make decisions in a timely fashion regarding equity/stock as it is received by the University. However, such meetings shall take place not less than once each fiscal year. The

<sup>45</sup> And staff and students? When an inventor waives or releases his or her inventor's share, the inventor's share shall be distributed to the President for research-related purposes.

Committee shall meet to review current assets, previous management actions taken and for any other purpose relate to management of the equity assets.

The Committee shall consist of two current members of the Board of Regents (to be appointed by the Board of Regents), the University Vice President for Technology Development, University General Counsel, a knowledgeable University employee who shall be appointed by the President, and two *extra-mural* members familiar with such matters by education, training, and/or experience. From recommendations by the President, the Board of Regents of the University shall appoint the two non-employee members of the Committee, who shall serve at the convenience of the Board of Regents. Appointments shall be made on an annual basis, at the time of the Board of Regents' officer elections (~~March~~).

#### 4. ADMINISTRATION

The President of the University, after consultation with the University Vice President for Technology Development and appropriate campus officials, shall determine the disposition of University discoveries and inventions described in ~~paragraph 1.1~~ Section I, as deemed prudent and consistent with the University's mission to ultimately convey the benefits of its research to the public for the general welfare of the State and Nation. In determining the proper disposition of University discoveries and inventions, the University-President shall consult as necessary with scientific and/or technical and/or business subject matter experts in fields appropriate to the discovery or invention under consideration. Among other choices, the University-President may:

- 1) License the discovery and/or invention to third parties to provide for the further development and/or commercialization of the property;
- 2) Transfer the discovery and/or invention for commercialization by entering into commission agreements with third parties to identify potential licensees to further develop and commercialize the property;
- 3) Transfer rights to the property to a patent service organization to further develop and commercialize the property;
- 4) Allow rights (U. S. and/or foreign) to the discovery or invention to revert back to the ~~F~~federal agency that funded the development of the discovery;
- 5) Transfer rights (U. S. and/or foreign) to the discoverer(s)/inventor(s) if requested by the discoverer(s)/inventor(s), and the University-President determines that the discovery/invention will not be pursued further by the Office of Technology Development.
  - a) If ~~F~~federal funds ~~where-were~~ used in the development of the discovery/invention, such transfer of rights ~~are~~ is subject to a reversionary right in the Federal government as described in 37 CFR 401.
  - b) Such transfer also shall be subject to an irrevocable, non-exclusive, royalty-free, and world-wide right and license in the University to make, use, and/or practice the discovery or invention for University education, research, and/or service purposes. The University also

reserves the right to publish and or present information and data obtained in the research project resulting in the discovery or invention being transferred, assuming such rights do not jeopardize the discoverer's/inventor's patent rights. Faculty, staff, and students shall execute any and all documents, as the University deems reasonably necessary to confirm or enforce such reserved right and license.

- c) Such transfer shall be limited to the discovery or invention duly disclosed to the University, in writing, as of the time the transfer is requested by the discoverer/inventor;
- 6) Transfer rights to the discovery and/or invention to the person(s) or entity sponsoring the research in the course of which the discovery or invention was made if such action is required under the terms of the research agreement or is required by law; or
- 7) Transfer the discovery and/or invention into the public domain through publication of the invention by the discoverer/inventor.

All transfers of University discoveries or inventions shall be subject to and contingent upon any rights in third parties as may be governed and/or required by, among other things, sponsored research agreements, other third-party contracts, or law.

The University Vice President for Technology Development shall be responsible for administering the patent affairs of the University in a manner consistent with this Policy. The University Vice President for Technology Development shall cooperate with the appropriate campus officers to establish written policies to be approved by the President and distributed to the faculty, staff, and students of the University, governing procedures to be followed in processing discoveries and inventions generated within the University. The Office of Technology Development shall provide information regarding disposition of specific discoveries/inventions to the inventor(s) no later than six (6) months from the date the discovery/invention is marketed by the Office of Technology Development. If the Office of Technology Development is not going to pursue marketing and/or protecting the invention, rights in and to the discovery/invention shall revert to the inventor(s) upon his/her request.

When it is in the best interest of the University to get its technology into the marketplace, when the longer term opportunity for returns to the University and the State exceed the ~~short~~ short-term value of not taking equity, then the ~~University~~ President will approve taking equity. As a matter of principle, some equity is desirable in all transactions to create the best opportunity for the University and the State of Oklahoma to get a fair return on the technologies transferred from the University to the marketplace.

#### 5. DISCLOSURE

It is the responsibility of faculty, staff, or students of the University ~~of Oklahoma~~ to report all inventions they may develop during their term of employment or registration as a student.

Any discovery/invention, whether or not patentable, must be reported to the University by filing an Invention Disclosure Form with the appropriate technology development office. Such

Invention Disclosure Form shall provide sufficient information so that the Office of Technology Development, in conjunction with others, can determine its commercial potential and patentability. Although the maintenance of the laboratory notebooks that describe the discovery/invention is the responsibility of the discoverer/inventor, the Office of Technology Development may require access to such notebooks at any time throughout the prosecution and maintenance stage of patenting the discovery/invention.

#### 6. TERM APPLICATION

The ~~terms provisions~~ of this Patent Policy, as may be amended from time to time, shall apply to all ~~are a part of any contractual relationship of the University of Oklahoma with any member of the faculty, staff, staff, or and students body. This Policy, as amended from time to time, shall be deemed to be part of the conditions of employment of every University employee or a part of the conditions of enrollment and attendance of every student at the University.~~ Any licensing revenues received throughout the duration of such license shall be distributed in accordance with the distribution policy in effect at the time of the signing of such license and can only be changed through mutual agreement of the parties receiving portions of such revenue.

#### 7. UNIVERSITY PATENT COMMITTEES

The University shall have a Patent Committee (for each ~~C~~campus) that shall consider and investigate disputes among administrators, faculty, or staff, and students<sup>H</sup> and shall recommend appropriate solutions to the President. It shall be convened as needed, but not less than three times per academic year. This ~~e~~Committee will consist of one student member appointed by the Graduate Student Senate for one year; two staff members, one appointed by the President and one appointed by the Staff Senate; and five faculty members, three appointed by Faculty Senate and one each by the President and ~~T~~the University Vice President for Technology Development. All staff and faculty appointments are for three-year terms. This Committee will assist the University Vice President for Technology Development in setting policy and procedures that will be implemented on a daily basis by the Office of Technology Development staff. The Committee will provide a forum for faculty, staff, and students to present any issues such as, but not limited to, revenue sharing, ownership, etc. The Committee will make recommendations to the University Vice President for Technology Development for the handling of these issues. The Director of the respective campus' Office of Technology Development, the respective campus' Vice Presidents for Research, and University Legal Counsel shall serve as ex-officio members of the Committee.

#### 8. USE OF FACILITIES

As outlined in the Oklahoma Technology Transfer Act of 1998, use of the facilities of the University by a business enterprise or private business entity is allowed when that project involves the research or development of a University technology, whether or not the technology is protected pursuant to federal or state law governing intellectual property, the results of which have potential economic and academic value for the University. Such use of University facilities must be on a "space-available" arrangement in which normal University activities are not displaced. The use of such facilities by a business enterprise or private business will be done on a

<sup>H</sup> And students?

fee-for-service contract and in conjunction with projects where the University has a vested interest in the outcome of the transfer of University technology, through research and development of a discovery/invention for commercialization purposes or scholarly rewards, or where it furthers the University's teaching, research and creative/scholarly activity, and professional and University service and public outreach educational, research, or public service missions.<sup>15</sup>

The University may ~~acquire take~~ an equity stake in such business enterprises or private businesses in consideration for the use of such facilities and/or the development of University discoveries/inventions which shall be managed in accordance with the University's policies on stock acquisition and management. Any cash revenues received from the sale or trade of such equity stocks shall be distributed as if received as royalty income. If the equity interest is acquired through an exchange of value other than money and the exchange of value is made in connection with the development of technology by the private business enterprise through the use of the facilities or resources or both of an institution within ~~the~~ the Oklahoma State System of Higher Education, acquisition of an equity interest shall be permissible through the use of the facilities, premises, or assets of an institution within ~~the~~ the Oklahoma State System of Higher Education through the use of faculty or staff expertise or student expertise, including the value of time expended by faculty, staff, or students upon developing a technology in connection with a private business enterprise or private business entity. No ~~s~~State-appropriated monies shall be used or obligated to acquire an ownership interest in a private business enterprise except as authorized by the provisions of this section.

#### 9. BACKGROUND

A patent is a grant issued by the U. S. Patent and Trademark Office (PTO) that provides the assignee of the patent the right to keep others from practicing or using its patented invention. Patents are issued for inventions that are novel (not published, sold, or utilized for more than one year), useful, and non-obvious to others equally skilled in the art. (In almost all foreign countries, to be patentable, an invention requires complete novelty. In others words, it cannot have been published, used, sold, or bartered publicly prior to the filing of a patent application either in the country itself or in the United States PTO.)

U. S. Patent Law has maintained the first-to-invent rule. What this means is that the first person to conceive and reduce to practice the invention shall be entitled to the patent. Foreign countries rely on the first-to-file concept in issuing patent rights. In the case of U. S. law, the laboratory notebooks of the discoverer(s)/inventor(s) may be crucial to the overall outcome of to whom the patent is issued. Laboratory notebooks should be bound notebooks where corrections are readily identifiable. The pages of the notebooks should be signed, dated, and witnessed on a daily basis and stored in a secure location. The term of patent applications filed in recent years is twenty years from the date of application. The laboratory notebooks should be maintained<sup>16</sup> by the University researcher at least for that period of time. Such notebooks shall be owned by and be the property of the Board of Regents. (Regents, 12-9-99)

<sup>15</sup> ~~This sentence doesn't make sense.~~

<sup>16</sup> By whom? Where?

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**TRADEMARKS**

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A trademark identifies an item of intellectual property or an educational or training service. The University owns all right and title to any trademarks related to any item of intellectual property owned by the University. Any cash revenues received in exchange for the commercial use or sale of such trademark shall be distributed as those cash revenues received for discoveries/inventions. (Regents, 12-9-99)

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**COPYRIGHT**

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**I. PREFACE**

Copyrights are created by the Constitution and the laws of the United States to promote the progress of science and the useful arts by securing for limited times to authors the exclusive rights to their works and writings. The basic objectives of the University's policy concerning copyright include the following:

- 1) To maintain the University's academic policy of encouraging research and scholarship as such without regard to potential gain from royalties or other income.
- 2) To make copyrightable materials created pursuant to University objectives available in the public interest under conditions that will promote their effective utilization.
- 3) To provide adequate incentive and recognition to faculty, and staff through proceeds derived from their works.
- 4) To stimulate creativity across all media.

**2. POLICY**

It is the policy of the Board of Regents ~~of the University of Oklahoma~~ that all rights in copyright shall remain with the creator of the work unless the work is created with substantial use of University resources, is specifically assigned or commissioned by the University, is subject to non-University contractual or legal obligations, or is a "work made for hire" as that term is defined by U.S. Copyright Law.

**3. OWNERSHIP****SCHOLARLY/AESTHETIC WORKS.**

In keeping with traditional academic practice and policy, ownership of copyrights to works of artistry or scholarship in the creator's professional field such as textbooks, course materials, scholarly papers and articles, software and other computer materials when they are works of artistry or scholarship, novels, poems, paintings, musical compositions, or other such works of artistic imagination produced by University employees who have a general obligation to produce

such works where the specific choice, content, course, and direction of the effort is determined by the employee without direct assignment or supervision by the University shall reside in the creators and the works shall not be deemed "works made for hire" under this policy unless they are also sponsored/contracted works or specifically assigned by the University. Copyrighted courseware and/or software that are not associated with traditional works as described above shall fall under and are subject to the Intellectual Property Patent Policy. The general obligation of faculty to produce scholarly works does not constitute specific assignment. Upon request by the University, the creator(s) will grant the University a nonexclusive, free of cost, world-wide right and license to exercise all copyright rights in and to the work, except the right to commercially display, use, perform, or distribute copies of the work, unless to do so would impair the ability of the creator to have the work published or distributed. If a use of the work by University is reasonably determined by the creator to impair the exercise of such rights, the University shall discontinue the impeding use but otherwise shall remain free to use the work as provided in this Paragraph 3.1. Subject to the approval of the University Vice President for Technology Development, the University will assist any University employee wishing to commercially exploit a scholarly/aesthetic work falling under this paragraph, through the Office of Technology Development and its respective campus officers. In such cases, the University will normally own the work and the provisions of the Patent-Intellectual Property Policy shall apply.

#### PERSONAL WORKS.

Ownership of copyrights to works prepared outside the course and scope of University employment and without the substantial use of University resources (equipment, facilities, services, or funds--regardless of source--administered by and/or under the control of the University) shall reside with the creators; provided, the provision of office facilities, limited secretarial assistance, library facilities for which special charges are not normally made, or other resources which are made available to the public without charge, shall not be considered substantial use of University resources.

#### SPONSORED WORKS.

Ownership of copyrights to works produced by or through the University in the performance of a written agreement between the University and a third-party/sponsor shall be governed in accordance with the agreement. If the agreement is silent in that regard, ownership shall be governed by the other provisions of this policy.

#### COMMISSIONED WORKS.

Ownership of copyrights to works produced for University purposes by persons not employed by the University or by University employees outside their regular University employment (commissioned works) normally shall reside with the University. In all cases, copyright ownership shall be specified in a written agreement approved by University Legal eCounsel signed by the parties. Any commissioned work agreement which provides for ownership by other than the University shall also provide, to the fullest extent possible, that the University will have an irrevocable, free-of-cost, non-exclusive, world-wide license to exercise all copyright rights in and to the work, except the right to commercially display, use, perform or distribute copies of the work unless to do so would impair the ability of the University employee creator to commercially or professionally exploit the work. If a use of the work by University is reasonably determined by

the University employee creator to impair the exercise of such rights, the University shall discontinue the impeding use but otherwise shall remain free to use the work as provided in this ~~P~~paragraph 3.4.

#### UNIVERSITY WORKS.

Except as otherwise provided in this ~~P~~policy, the University shall own all copyrights to works made by University employees in the course and scope of their employment and shall own all copyrights to works made with the substantial use of University resources. Provided, the University shall give due regard to the creator's interests in the quality and integrity of the work and, where appropriate, shall grant recognition for creation of the work. To the extent consistent with University rights under the U.S. copyright law, nothing herein shall be construed to prevent the creator from using his/or her knowledge, expertise, research, and creative achievement in other employment.

#### STUDENT WORKS.

Ownership of copyrights to works produced by enrolled students without the use of University funds (other than Student Financial Aid); or resources that are produced outside any University employment and are not sponsored or commissioned works, shall reside with the student creator(s). Provided, however, in all cases a student's graduate thesis or dissertation shall be deemed a student work under this policy, but as a condition of enrollment and awarding a degree, the University reserves an irrevocable, non-exclusive, free-of-cost and world-wide right to reproduce in any media and distribute to the public, on a non-commercial basis, copies of said theses and dissertations, unless to do so would impair the ability of the creator to commercially or professionally exploit the work. If a use of the work by University is reasonably determined by the creator to impair the exercise of such rights, the University shall discontinue the impeding use but otherwise shall remain free to use the work as provided in this ~~P~~paragraph 3.6

#### JOINTLY ORIGINATED WORKS.

Ownership of copyrights to jointly originated works shall be determined by separately assessing the category of work of each creator under this Section 3. Rights between joint owners of a copyright shall be determined pursuant to copyright law or by agreement between the owners of the work.

### 4. REVENUE SHARING

The University may assign or license its copyrights to others. The University shall share royalty revenue derived from such assignment or license (excepting commissioned works and sponsored research funding) which it receives through copyrights with the creators, as provided for in the Patents ~~Policy-section~~ above.

Notwithstanding the above or anything else to the contrary herein, staff employees are not eligible to share revenues received from University-owned copyrights where such employees create copyrightable works as a part of their normal responsibilities of University employment. Provided, a staff employee may apply to the appropriate Senior Vice President and Provost to be treated as a faculty member for purposes of revenue sharing for a work resulting from a specific



project upon a showing that his/her duties and responsibilities in that project are, in practical effect, substantially the same as those of a faculty member.

## 5. ADMINISTRATION

### RELEASE TO THE CREATOR.

An individual creator of a University-owned work may seek transfer of the University-owned copyright to him/herself by making written request to the appropriate Senior Vice President and Provost. If the University decides not to exploit such work, then it may transfer the copyright, by written agreement, to the individual creator to the extent consistent with any applicable third-party agreement or law. Provided, such transfer shall be subject to an irrevocable, non-exclusive, free-of-cost and world-wide license in the University to exercise all rights under the copyright in the work except the right to publicly distribute copies for commercial purposes or such other conditions as may be agreed upon in writing between the individual creator(s) and the Senior Vice President and Provost, unless to do so would impair the ability of the creator to have the work published or distributed. If a use of the work by the University is reasonably determined by the creator to impair the exercise of such rights as transferred in the agreement, the University shall discontinue the impeding use but otherwise shall remain free to use the work as provided in this ~~Paragraph 5.4.~~

### DISCLOSURE AND PROTECTION.

An individual creator of a University-owned copyrightable work shall protect the work by placing the following statutory copyright notice on all copies thereof: ("Copyright [insert year produced, e.g., 2000], the Board of Regents of the University of Oklahoma."). If the creator believes the work may have commercial value, he/~~or~~ she shall promptly provide written disclosure of the work to the appropriate Senior Vice President and Provost.

### LEGAL COMPLIANCE

Any work created by a University employee or student, ~~to the best of his/her knowledge and informed belief,~~ shall not, to the best of the creator's knowledge and informed belief, infringe on any existing copyright.

Creators of copyrightable works subject to this policy and the University shall cooperate as reasonably necessary to effect the terms of this policy. For example, if copyright to a work of scholarship vests in the University by law, the University will, upon request and to the extent consistent with its legal obligations to third parties, promptly execute such documents as will transfer copyright to the faculty creator(s).

The Senior Vice President and Provosts, ~~Norman Campus and the Health Sciences Center,~~ shall be responsible for administering the copyright affairs of the University in a manner consistent with this policy. They ~~Provosts~~ shall cooperate in consultation with the Copyright ~~e~~Committee on each campus to establish written directives to be approved by the President ~~of the University~~ and distributed to the employees and students of the University, which shall govern the procedures to be followed in processing copyrighted works created within the University.

The University does not act as a fiduciary for any person concerning consideration received under the terms of this policy.

The University Vice President for Technology Development may negotiate ownership of copyrighted works with research sponsors when it is in the best interest of the University to do so. Otherwise, all rights are as described above.

Faculty having rights to copyrighted works prior to employment at the University of Oklahoma should notify the Office of Technology Development of such intellectual property so that ownership to any further development of that same intellectual property at the University of Oklahoma may be established, in a written agreement with the University.

#### 6. CONTRACTUAL TERM APPLICATION

~~The terms provisions of this copyright policy, as may be amended from time to time, are a part of any contractual relationship of the University with any member of the faculty, staff, and students, body. This policy, as amended from time to time, shall be deemed to be a part of the conditions of employment of every University employee and a part of the conditions of enrollment and attendance of every student at the University.~~

#### 7. RESOLUTION OF CONFLICT

Should disputes arise relative to the ownership of copyright between the creator and the University, the matter will be referred to the Copyright Committee, which will make recommendations to the President for proper resolution of the disputes. Either the University or creator may contact the Senior Vice President and Provost to arrange to have the Copyright Committee meet to consider such disputes.

#### 8. UNIVERSITY COPYRIGHT COMMITTEES

- 1) The University shall have a Copyright Committee for each ~~C~~campus that shall consider and investigate disputes among administrators, faculty, ~~of~~ staff, or students and shall recommend appropriate solutions to the President. The Committee's responsibilities shall include, but not be limited to, disputes concerning:
  - a) Ownership of copyright; and
  - b) Terms of commissions.
- 2) The Copyright Committee of each campus shall have as its members:
  - a) One member appointed by the President for a four-year term;
  - b) One student member appointed by the Graduate Student Senate for one year;
  - c) Two staff members, one appointed by the President, one appointed by the Staff Senate; all appointments are for three years; and

- d) Three faculty members, ~~with~~ two appointed by the Faculty Senate and one by the President. All appointments are for three-year terms. Tie votes will be settled by chair of Faculty Senate, who shall be an ex-officio member of the ~~e~~Committee.

Each member of the Copyright Committee shall have one vote. The Copyright Committee shall keep its own records, determine its own procedures, and elect its own chair, who shall report to the President. The Copyright Committee also may review this policy from time to time and may recommend changes to the President. (RM, 11-13-80, pp. 16191-3; 10-14-82, p. 17246; 1-15-87, p. 19412; 1-16-89, p. 20834; 6-13-91, pp. 22461, 22458-59; 12-9-99, p.26752; 12-7-2001, pp. 27808, 27809) ~~(end NC & HSC text)~~ (End Norman Campus and Health Science Center text)

### 3.1.9—OUTSIDE EMPLOYMENT AND EXTRA COMPENSATION POLICY, NORMAN CAMPUS

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#### FACULTY

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The missions of the University are teaching, research, and creative/scholarly activity, and professional and University service and public outreach. As professionals, University of Oklahoma, Norman Campus faculty are individually and primarily responsible for arranging their time among such academic functions as teaching assignments, research, service, continuing education, and consultation. Such arrangements will be subject to evaluation and approval by appropriate authorities as part of a faculty member's total professional activity during the year with reference to department, college, and University criteria for merit salary increases, tenure, and promotion.

The professional expertise of the University Norman Campus faculty is normally available to the state and its citizens for incidental and minor services without remuneration. When, however, the services desired from outside the University exceed a reasonable and mutually agreed<sup>12</sup> limit agreed to by the appropriate vice president and the faculty member, direct extra remuneration may be accepted, provided the extent of the involvement does not infringe on the consultant's faculty member's regular University duties.

A person who accepts full-time faculty employment on the Norman Campus in the University of Oklahoma assumes a primary professional obligation to the University. Any other employment or enterprise in which he or she engages for income must be understood to be definitely shall be secondary to his/or her University work, and, after consultation with those reviewing requests for outside employment and extra compensation, must be willing to shall accept the judgment of the President and Board of Regents as to whether he/she may engage in such employment and retain full-time employment on the University Norman Campus faculty or staff. In addition, the department chairperson should be informed and approve of arrangements which are made to dismiss classes or provide substitute teachers for them when the faculty members are to be absent from these duties. Absence for more than one one-week at a time for outside employment when classes are in session will require prior written approval of the Senior Vice President and Provost.

All professional activities, whether within the University or without, whether for extra remuneration or for no remuneration of any kind, should contribute to the faculty member's professional growth or efficiency and to his or her teaching or scholarly competence.

#### POLICY: SUBJECT TO THE ABOVE PRINCIPLES:

After prior arrangement, faculty members on nine-month contracts (whether on 9 or 12 payment options) may engage in professional activities for extra remuneration (from within the University or from outside sources or in any combination of the two) to a maximum of 25% of their nine-month full-time professional effort.

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<sup>12</sup> By whom?

After prior written arrangement, faculty members ~~on twelve-month contracts~~ may engage in professional activities for extra remuneration (from within the University or from outside sources or in any combination of the two) to a maximum of 25% of their ~~twelve-month full-time~~ professional effort.

Faculty on twelve-month contracts may not receive extra compensation for teaching summer ~~session terms~~ or for performing sponsored research. ~~For faculty members on nine-month or ten-month contracts, summer activities involving funds administered by or through the University may be formed by negotiation into an amended contract for a period up to twelve months and for assignments up to 1.0 full-time professional effort, and they may engage in professional activities for extra remuneration (from within the University or from outside sources or in any combination of the two) up to a maximum of 25% of their full-time professional effort. During any portion of the summer in which faculty members are not on contract with the University, they may engage in outside employment without restriction.~~

~~For faculty members on nine-month contracts, summer activities involving funds administered by or through the University may be formed by negotiation into an amended contract for a period up to twelve months and for assignments up to 1.0 full-time professional effort.~~

~~During any portion of the summer in which faculty members are not on contract with the University, they may engage in outside employment without restriction.~~

~~Faculty members on amended full-time contracts during the summer months may engage in professional activities for extra remuneration (from within the University or from outside sources or in any combination of the two) up to a maximum of 25% of their full-time professional effort.~~

Within the University, the time required for all extra compensation assignments during the entire year and for all professional assignments during the summer will be determined by those responsible for the various programs as an appropriate fraction of the faculty member's full-time professional effort, and the University will pay the faculty member the corresponding fraction of his<sup>s</sup>/<sub>or</sub> her base salary rate. The time required for all professional activities for extra remuneration outside the University will be determined by the faculty member as an appropriate fraction of his<sup>s</sup>/<sub>or</sub> her full-time professional effort when approval for such activity is requested.

Approval of outside employment ~~is shall~~ be requested on a form "Application for Permission to Engage in Outside Employment" available ~~at from the Senior Vice President and Provost's~~ Provost's Office website or from the Office of ~~([http://www.ou.edu/provost/pronew/content/2001-2002\\_EXTERNAL.PDF](http://www.ou.edu/provost/pronew/content/2001-2002_EXTERNAL.PDF)), from the deans' offices or the Office of Personnel Services Human Resources.~~ Such applications and arrangements must be resubmitted at the beginning of each contract year. ~~Res~~Submission is the responsibility of the faculty member. All activities performed inside the University for extra compensation must be arranged, as all in-load assignments are, with the agreement of the department chairperson, dean, and Senior Vice President and Provost.

Faculty should ~~also be concerned to~~ avoid possible conflicts of interest with the University in all outside employment. Questions regarding potential conflicts of interest should be addressed to the dean, who may wish to consult the University's Legal Counsel.

No faculty member may hold a split (joint) appointment which reflects more than a total of 1.0 full-time equivalent.

The Board of Regents looks with disfavor upon any University employee's accepting either part-time or full-time employment in any political organization or in connection with the campaign of any candidate for public office.<sup>18</sup>

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<sup>18</sup> Why include this? Recommend omitting this paragraph.

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 STAFF
 

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The policy for Norman Campus faculty with twelve-month contracts shall apply to the Norman Campus ~~University~~ staff who are on the monthly payroll. Each ~~Vice President~~ may stipulate a more restrictive policy pertaining to staff within their administrative areas.

With prior written approval, such individuals may engage in professional activities for extra remuneration (within the University or from outside sources or in any combination of the two) to a maximum of 25% of their twelve-month full-time professional effort, but they may not receive extra compensation for teaching in summer ~~session-terms~~ or for performing sponsored research.

~~University~~ Norman Campus staff who are on the fixed payroll shall request approval of outside employment on a form, "Request for Permission to Engage in Outside Employment," available from ~~the Office of Personnel Services~~ the Office of Human Resources. All activities performed inside the University for extra compensation must be arranged, as regular assignments are, with the agreement of the appropriate department head, dean where applicable, and Senior Vice President/Provost.

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 GENERAL
 

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If this policy creates a demonstrable hardship for a University program, or a ~~person-employee,~~ exceptions can be granted by the President in response to a written request.

The base period for the policy is September 1 through August 31.

These regulations for both faculty and staff supersede the regulations on outside employment adopted by the Regents in 1931, 1948, 1958, and 1971, and the Task Force Report of 1973 which supplemented Regents' policy. (RM, 6-12-75, pp. 13478-80; 7-12-77, pp. 14537-39)

## 3.1.10—NEPOTISM

Except as prohibited by the laws of the State of Oklahoma, relationship by consanguinity (blood) or by affinity (marriage) shall not, in itself, be a bar to appointment, employment, or advancement by ~~the University of Oklahoma nor,~~ (in the case of faculty members, ) to eligibility for tenure ~~of persons so related.~~ The University recognizes, however, that there is an inherent conflict of interest when an employee makes hiring, promotion, or salary decisions about a family member, although there may be extremely rare circumstances when the potential benefit to the University in having an employee supervise a family member outweighs the potential harm.

~~But~~ Therefore, no two persons who are related by affinity or consanguinity within the third degree shall be given positions in which either one is directly responsible for making recommendations regarding employment, promotions, salary, or tenure for the other; nor shall either of two persons so related who hold positions in the same budgetary unit be appointed to ~~(or, as in the case of members of Committee A of an academic unit, elected to)~~ an executive or administrative position in that unit or to a position involving administrative responsibility over it, as long as the other person remains in the unit, without first receiving a waiver that has been

recommended by the written approval of the Senior Vice President and Provost, or the appropriate Vice President, and the President approved by the Board of Regents. In recommending the waiver, the Senior Vice President and Provost or the appropriate vice president must make a written statement of the facts that have led him/her to conclude that the benefit to the University in granting the waiver outweighs the potential harm. In addition, the Senior Vice President and Provost or the appropriate vice president must propose in writing a means by which a qualified, objective person, unrelated to the employee at issue, shall make in the event a waiver is granted, performance evaluations and recommendations for compensation and, promotion, and awards for that employee and state in writing how that means will avoid the conflict of interest. The statement and proposal for supervision shall be made part of the Board of Regents agenda item. Further, a salary increase above the average increase granted to all University employees in similar positions will not be granted to an employee who has been granted a waiver under this policy unless it has been approved by the applicable Senior Vice President and Provost or appropriate vice president and the President of the University. will be made by one not related to the individual being evaluated. In the case where this policy is made applicable by a related party being selected to Committee A of an academic unit, approval of the Board of Regents is not required; however, all other provisions of this policy will continue to apply.

It is the responsibility of the head of the budget unit to seek a waiver before offering employment to any person whose employment without a waiver would violate this policy, and the willful failure to follow this policy may result in disciplinary action against the head of the budget unit. Notwithstanding any other provision of this policy, a conditional hire, prior to approval of the Board of Regents, may be made pursuant to this policy if deemed necessary for legitimate academic or business reasons and if justified in writing by the appropriate vice president. At the next regular meeting of the Board of Regents, the written justification and the conditional hire will be considered by the Board of Regents.

The Board of Regents will be notified at the next meeting of any waivers.

Relatives that are within the third degree of relationship to an employee by blood or marriage consanguinity or affinity include the are as following: Spouse; parent; parent of spouse, grandparent; grandparent of spouse, great-grandparent; grand-great grandparent of spouse, parent, grandparent or great grandparent of spouse; uncle or aunt; uncle or aunt of spouse; brother or sister; brother or sister of spouse; brother-in-law or sister-in-law; niece or nephew; spouse of niece or nephew; son or daughter; son-in-law or daughter-in-law; grandson or granddaughter or their spouse; grandson's or granddaughter's spouse; and great grandson or great granddaughter; and great grandson's or great granddaughter's spouse or their spouse. For the purposes of this policy, step and half relatives are considered to be related by affinity. (RM, 4-8-71, pp. 10837-38; 10-17-90, p. 22024; 2-20-92, p. 22780)



### 3.1.11—PREVENTION OF ALCOHOL ABUSE AND DRUG USE ON CAMPUS AND IN THE WORKPLACE

The University of Oklahoma recognizes its responsibility as an educational and public service institution to promote a healthy and productive work environment. This responsibility demands implementation of programs and services which facilitate that effort. The University is committed to a program to prevent the abuse of alcohol and the illegal use of drugs and alcohol by its students and employees. The University program includes this policy which prohibits illegal use of drugs and alcohol in the workplace, on University property, or as part of any University-sponsored activities. ~~In order to meet these responsibilities, University policy:~~ It shall be Board of Regents' policy that:

- 1) ~~Requires a~~ All students and employees ~~to shall~~ abide by the terms of this policy as a condition of initial and continued enrollment/employment.
- 2) ~~Recognizes that t~~The illegal use of drugs and alcohol is in direct violation of local, state, and federal laws as well as University policies ~~included in this Policy, the Staff and Faculty Handbooks and the Student Code of Responsibility and Conduct~~ governing faculty, staff, and student conduct. ~~This University~~ policy strictly prohibits the illegal use, possession, manufacture, dispensing, or distribution of alcohol, drugs, or controlled substances in the workplace, on its premises, or as a part of any University-sponsored activities.
- 3) ~~Considers a v~~Violating ~~on~~ of this policy ~~to shall~~ be a major offense which can result in a requirement for satisfactory participation in a drug or alcohol rehabilitation program, referral for criminal prosecution, and/or immediate disciplinary action up to and including termination from employment and suspension or expulsion from the University. A criminal conviction is not required for sanctions to be imposed upon an employee or student for violations of this policy.
- 4) ~~Recognizes that v~~Violations of applicable local, state, and federal laws may subject a student or employee to a variety of legal sanctions including, but not limited to, fines, incarceration, imprisonment, and/or community service requirements. Convictions become a part of an individual's criminal record and may prohibit a certain career and professional opportunities. A current listing of applicable local, state, and federal sanctions can be obtained through the Offices of Student Affairs and ~~Personnel Services~~ Human Resources.
- 5) ~~Requires a~~An employee ~~to shall~~ notify his or her supervisor in writing of a criminal conviction for drug or alcohol related offenses occurring in the workplace no later than five calendar days following the conviction.
- 6) ~~Provides access to t~~The University's ~~shall establish and maintain~~ Employee Assistance Programs and Student Counseling Services for counseling and training programs ~~which to~~ inform students and employees about the

dangers of drug and alcohol abuse. Voluntary participation in or referral to these services is strictly confidential.

- 7) ~~Forbids a~~An employee from shall not performing safety sensitive safety functions while a prohibited drug is in his or her system.
- 8) ~~Mandates~~The University may require drug testing of safety sensitive safety employees (as defined by federal law) prior to employment, when there is reasonable cause, after an accident, on a random basis, and before allowing an employee or student to returning to duty after refusing to take a drug test or after not passing a drug test. (Sensitive safety employees are defined in CFR Volume 32, Part 280 and CFR Volume 49, Part 653. This legislation is available for review in Personnel Services Human Resources.)
- 9) ~~Provides for annual distribution of~~The University shall annually distribute this policy to all staff, faculty, and students.

Health risks generally associated with alcohol and drug abuse can result in but are not limited to: a lowered immune system, damage to critical nerve cells, physical dependency, lung damage, heart problems, liver disease, physical and mental depression, increased infection, irreversible memory loss, personality changes, and thought disorders.

~~The University's Employee Assistance Programs and Student Counseling Services staff are responsible for informing students and employees about the dangers of drug and alcohol abuse and the availability of counseling and rehabilitation programs. The appropriate Senior Vice President and Provost or Executive Officer is responsible for notifying federal funding agencies within ten calendar days whenever an employee is convicted of a drug-related crime which occurred in the workplace. This policy is based on the Drug Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D) and the Drug Free Schools and Communities Act Amendments of 1989 (P.L. 101-226) and is subject to the grievance procedures stated elsewhere in the Board of Regents policy, in the Staff and Faculty Handbooks and the University Discipline System as outlined in the Student Code of Responsibility and Conduct. (RM, 4-6-89, pp. 20998-21001; 9-5-90, p. 21978)~~

## 3.1.12—UNIVERSITY OF OKLAHOMA FIREARMS POLICY

Firearms and munitions of all types are prohibited on all property owned, leased, or occupied by the Board of Regents of ~~The University of Oklahoma~~ at all times except as specifically authorized below.

- A) ~~Firearms.~~ For purposes of this policy, firearms include but are not limited to, the following: conventional weapons, from which a projectile is discharged by an explosive propellant charge; antique, replica, and inert firearms; compressed gas weapons; and spring-propelled weapons. ~~Munitions.~~ For purposes of this policy, munitions include, but are not limited to any projectile which incorporates a propellant charge and/or explosive contents.
- B) Firearms are permitted on campus only under the following circumstances:
- 1) In the possession or control of sworn law enforcement officers or properly licensed armed security guards employed by the University who are performing their assigned duties. ~~The Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus must approve in advance the use or employment of armed private security providers.
  - 2) In the possession of personnel of active or reserve armed forces of the United States or the Oklahoma National Guard when in the performance of duties assigned by an authorized commander.
  - 3) In the possession of ~~ROTC~~ Reserve Officer's Training Corps. ("ROTC") participants when under the supervision of authorized members of the regular armed services.
  - 4) Firearms, exclusively as detailed below, in the possession of members of the RUF/NEKS organization certified by the University Police<sup>19</sup> Department as having satisfactorily completed a handling safety class, subject to the following additional conditions:
    - a) The University Police Department shall inspect and approve the firearms.
    - b) Blank ammunition only will be used in these weapons; live ammunition will not be present with these weapons at any time.
    - c) Violation of the safe handling procedures established by the University Police Department will result in withdrawal of the offending individual's certification.

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<sup>19</sup> Make titles consistent. "Campus Police" is used elsewhere in this Manual.

- d) Possession of these firearms will be limited to use during official RUF/NEKS functions.
- 5) For use during public performances, subject to the following conditions:
  - a) Firearms for use in public performances shall be rendered inoperable whenever discharge is not required as an integral part of the production.
  - b) When discharge is necessary as part of a performance, blank ammunition shall be used. Blank ammunition is not permitted in weapons pointed at performers at any time during the production.
  - c) Weapons present for a performance shall be kept secure or in the possession and control of a designated staff member at all times when not actively in use.
- 6) For display in support of the educational mission of the ~~institution~~ University. Such firearms must be inoperable and approved and secured by means acceptable to the ~~The Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus.
- 7) For use as a teaching aid, subject to the following conditions:
  - a) Permission for such use must be granted by the academic department head and prior notice of the presence of the firearm on campus must be given to the ~~Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus.
  - b) Such firearms must be approved and secured by means acceptable to the ~~Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus.
  - c) Munitions shall not be present with firearms when used in class.
- 8) As “starter pistols”, incapable of chambering or firing live projectile ammunition, for athletic events. Starter pistols and blank ammunition shall be secured at all times when not in use, and shall be under the control of appropriate staff or athletic officials when in use.
- 9) As construction equipment employing blank ammunition as a propellant for setting fasteners when used by or under the supervision of authorized and trained personnel.
- 10) The cannon known as “Old Trusty” used by members of the group “Loyal Knights of Old Trusty” or “LKOT”, and the 75mm howitzer

used by the Army ROTC detachment may continue in their respective traditional uses, subject to the following conditions:

- a) The safe use of these pieces is the responsibility of the designated faculty sponsor(s).
  - b) The LKOT and the Army ROTC will notify the University Police Department of intended use of their respective pieces sufficiently in advance of a use to enable notification of other public safety agencies.
- 11) Any group desiring to use a firearm and/or munition for ceremonial purposes on the campus, other than those specifically identified in Section I.B.10 above, will tender a request to the ~~Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus.
- a) The ~~Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus, will review the request and forward it to the Office of Legal Counsel with a recommendation for approval or disapproval based upon public safety considerations.
  - b) The Office of Legal Counsel will notify the ~~Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus, and other appropriate officers of any approvals that are granted for the use of ceremonial firearms.
- 12) Upon approval and for a specific purpose and limited time, by the ~~Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus.
- C) For purposes of this policy, "inoperable" means physically rendered incapable of firing either by removal of critical parts or installation of a device to prevent operation, or both. Where firearms are required to be rendered inoperable, the ~~Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus, shall inspect and certify that it is inoperable.
- D) Where permitted on campus for other than law enforcement or armed forces use, all firearms shall be secured by means approved by the ~~Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus.

The ~~Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus, will respond to reports of alleged violations, investigate alleged violations, and submit reports of findings of alleged unauthorized presence, possession, or use of firearms on campus.

- A) The ~~Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus, will initiate criminal prosecution if they believe an individual has violated a local, ~~S~~state, or federal law.
- B) Copies of police reports regarding alleged unauthorized firearms incidents will be submitted to the Office of Legal Counsel.
  - 1) Upon determination made by the ~~Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus, that a currently enrolled student, faculty, or staff member; dependent of student, faculty, or staff; or a visitor of a student, faculty, or staff member has violated this policy, the Office of Legal Counsel may initiate action to:
    - a) Immediately suspend or expel the student, and/or
    - b) Immediately suspend from employment the staff or faculty member.
  - 2) Student disciplinary action ~~will~~ may be imposed in addition to criminal prosecution arising from unauthorized possession or use of firearms and/or munitions. Disciplinary action may be initiated prior to the completion of criminal prosecution. (RM, 4-25-96, p. 24902; 3-29-00, p. 26909) <sup>20</sup>

### 3.1.13—CANDIDATES FOR POLITICAL OFFICE

*(Note ~~this policy is being reviewed by Legal~~)*

Believing it to be for the best interests of The University of Oklahoma, it is hereby resolved by the Board of Regents that any member of the faculty or a ~~Any~~ employee of the University who becomes a candidate in any primary of general election for any county, state, or federal office, ~~said faculty member or employee, announcing his candidacy for any said offices, shall, first prior to announcing his candidacy for any said offices,~~ offer his/her resignation to the Board of Regents, without reservation.

<sup>20</sup> Seems excessive to include 3 ½ pages; recommend not including all in Manual.

In making the announcement of the adoption of the resolution, the Board of Regents stated: "In adopting this resolution, the Board of Regents does not want to be understood as offering discouragement to faculty members or employees from becoming candidates for public office. As an American citizen, a faculty member or any an employee may regard it his/her duty to become a candidate." (RM, 9-14-43, p. 1427)

### 3.1.14—STAFF SENATE

The Norman Campus Staff Senate is organized to serve as a representative body of the staff of the Norman Campus of the University and to participate in such policy matters of the institution as may directly affect staff appointed through the Norman Campus. The Health Sciences Center Staff Senate is organized to serve the same purpose for staff on the Health Sciences Center and Tulsa campuses.

The Senates shall function for the welfare of the University and for the staff it represents. It shall function as an advisory and policy referral body to the University administration and to the staff it represents.

Member groups shall be include without limitation, the Council of Administrative Officers, the Administrative Staff Conference, Managerial Staff Council, the Association of the University of Oklahoma Professional Employees, and the Employee-Management Council.

The President of the University is authorized to approve changes in the Charter and By-Laws of the Staff Senate that do not change the purpose of the Staff Senate or the role of the Staff Senate in governance of the institution University. (RM, 11-11-71, pp. 11207-12, edited; amended 7-24-75, pp. 13535-40; 12-14-78, p. 15335; 3-29-00, p. 26909)

## 3.2—~~THE~~ OFFICE OF EQUAL OPPORTUNITY POLICIES

### 3.2.1—EQUAL OPPORTUNITY POLICY

This ~~institution~~ University in compliance with all applicable Federal and State laws and regulations, does not discriminate on the basis of race, color, national origin, sex, age, religion, disability, ~~or political beliefs,~~<sup>21</sup> or status as a veteran in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, financial aid, and education services. (RM, 3-24-70, pp. 10238-39; amended, 4-8-76, pp. 13890-91; revised, 7-12-77, p. 14537; amended, 12-10-81, pp. 16769-70; 1-27-93, p. 23220)

### 3.2.2—AFFIRMATIVE ACTION PLAN

The Affirmative Action Plan serves to supplement the Board of Regents' policy on equal opportunity, as it pertains to employment, and is an integral part of the employment policies of The University of Oklahoma. The Plan is revised ~~from time to time, generally~~ once each year, to address the current requirements for affirmative action in employment. The principal objectives are:

- 1) To assure all persons equal opportunity for employment and advancement in employment regardless of race, color, national origin, sex, religion, age, disability, political beliefs, or status as a veteran ~~or political beliefs.~~
- 2) To meet institutional responsibilities under the Civil Rights Act of 1964 and commitments as a federal contractor under Executive Order 11246 and Executive Order 11375.
- 3) To take positive actions in the recruitment, placement, development, and advancement of women and racial minority members in University employment.

Each person having administrative or supervisory responsibilities is expected to provide leadership in applying the Affirmative Action Plan.

Coordination of the application of the Affirmative Action Plan is the responsibility of the Senior Vice President and Provosts for academic employment, and the Vice Presidents for Administrative Affairs for nonacademic employment. These officials are designated Equal Employment Opportunity Officers for their respective areas of responsibility.

~~A joint Presidential/Faculty Senate Task Force has been established. (RM, 3-18-76, edited; 3-29-00, p. 26909)~~

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<sup>21</sup>" Political beliefs" added per Jerry Jensen; ok'd by Joe Harroz, pursuant to state law.





## 3.2.3—STAFFING PLAN PROCEDURE AND AFFIRMATIVE ACTION PLAN

The University's staffing procedure and Affirmative Action Plan are designed jointly to (1) assure maximum utilization of available human resources, and (2) to reaffirm the University's policy that all appointments, promotions, and transfers will be conducted on the basis of individual qualifications and merit without regard to race, color, national origin, sex, age, religion, disability, or political beliefs, or status as a veteran.

The plan includes four broad categories, and the criteria for membership in categories II through IV are outlined in the Staff Handbook.

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**I. EXECUTIVE**


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**EXECUTIVE OFFICERS**

Executive Officers of the ~~institution~~ University shall include the President, Vice President for Executive Assistant Affairs ~~to the President~~, Senior Vice President and Provosts, Vice Presidents, Executive Secretary of the Board of Regents and Secretary of the University, and such other positions as the President may designate from time to time.

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**II. ADMINISTRATIVE**


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**ADMINISTRATIVE OFFICERS****ADMINISTRATIVE STAFF****MANAGERIAL STAFF**


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**III. PROFESSIONAL**


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**PROFESSIONAL STAFF**


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**IV. CLASSIFIED**


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**SUPERVISORY STAFF****SERVICE AND OPERATIONS STAFF**

(RM, 6-13-74, pp. 13001-04, edited; 3-29-00, p. 26909)

## 3.2.4—RACIAL AND ETHNIC HARASSMENT POLICY

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**I. INTRODUCTION**


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Diversity is one of the strengths of our society as well as one of the hallmarks of a great university. The University of Oklahoma supports diversity and therefore is committed to maintaining employment and educational settings which are multicultural, multiethnic, and multiracial. Respecting cultural differences and promoting dignity among all members of the University community are responsibilities each of us must share.

Racial and ethnic harassment is a growing concern across American college campuses. It has taken various forms, from criminal acts (assault and battery, vandalism, destruction of property) to anonymous, malicious intimidation, most often directed toward persons whose race and ethnicity is readily identifiable. In employment, racial/ethnic harassment is race discrimination which interferes with an employee's ability to perform his or her duties or creates a hostile or intimidating work environment, prohibited by law under Title VII of the Civil Rights Act of 1964. In the educational context, racial/ethnic harassment is race discrimination which interferes with the students' opportunities to enjoy the educational program offered by the University, prohibited by law under Title VI of the Civil Rights Act of 1964.

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**II. POLICY STATEMENT**


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Principles of academic freedom and freedom of expression require tolerance of the expression of ideas and opinions which may be offensive to some, and the University respects and upholds these principles. The University also adheres to the laws prohibiting discrimination in employment and education. The University recognizes that conduct which constitutes racial/ethnic harassment in employment or educational programs and activities shall be prohibited and is subject to remedial or corrective action as set forth in this policy. This policy is premised on the University's obligation to provide a nondiscriminatory an environment which is free from unlawful discrimination conducive to employment and learning. The University will vigorously exercise its authority to protect employees and students from harassment by agents or employees of the University, students, and visitors, and guests. ~~Specifically,~~

Agents of or employees of the University, acting within the scope of their official duties, shall not treat an individual differently on the basis of race, or ethnicity color, or national origin in the context of an employment or educational program or activity without a legitimate nondiscriminatory reason, ~~so as to interfere with or limit the ability of the individual to participate in or benefit from the services, activities, or privileges provided by the University;~~ and,

The University shall not subject an individual to different treatment on the basis of race or ethnicity by effectively causing, encouraging, accepting, tolerating, or failing to correct a racially hostile or ethnically hostile environment of which it has notice.

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### III. ~~REMEDIES OR CORRECTIVE ACTIONS~~<sup>22</sup>

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Violations of this policy shall result in corrective action(s) ~~or remedy(ies)~~ designed to reestablish an employment or educational environment which is conducive to work or learning. Corrective actions ~~or remedies~~ will include disciplinary action directed by the executive officer having responsibility for the offender, where appropriate. ~~Remedies or e~~Corrective actions will be tailored to redress the specific problem and may range from apologies, mandatory attendance at specific training programs, reprimands, suspension, ~~or demotion,~~ to expulsion or termination. ~~Remedies or e~~Corrective actions shall be based upon the facts and circumstances of each case and shall be in accordance with the terms and guidelines of the applicable campus grievance procedures.

Violations of this policy by students will be considered as violations of the Student Code and will subject student offenders to the ~~remedy(ies) and~~ corrective action(s) provided by the Code.

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### IV. ADMINISTRATIVE ACTION

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The University recognizes its obligation to address incidents of racial/ethnic harassment on campus when it becomes aware of their existence, even if no complaints are filed; therefore, in such circumstances, the University reserves the right to take appropriate action unilaterally under this policy.

With respect to students, the University Vice President for Student Affairs ~~Vice Provost for Educational Services and Dean of Students~~ or other appropriate persons in authority may take immediate administrative or disciplinary action which is deemed necessary for the welfare or safety of the University ~~C~~community. Any student so affected must be granted due process including a proper hearing. Any hearing involving disciplinary suspension or expulsion shall be conducted by a campus disciplinary council in accordance with ~~Title 13, Section 1.2. of the Student Code.~~ Lesser administrative or disciplinary action may be appealed to the University Vice President for Student Affairs ~~Vice Provost for Educational Services and Dean of Students.~~ Such requests must be in writing and filed within seven calendar days following summary action. The University Vice President for Student Affairs ~~Vice Provost for Educational Services and Dean of Students~~ will issue a written determination to the student within three working days following the date the request is received.

With respect to employees, upon a determination at any stage in the investigation or grievance procedure that the continued performance of either party's regular duties or University responsibilities would be inappropriate, the proper executive officer may suspend or reassign said duties or responsibilities or place the individual on leave of absence, with or without pay, as may be approved by an administrative officer.<sup>23</sup> pending the completion of the investigation or grievance procedure.

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<sup>22</sup> Seems excessive to include. Better suited for Handbooks. Suggest omitting p.205-207.

<sup>23</sup> With or without pay?

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#### V. RETALIATION

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Threats or other forms of intimidation or retaliation against complaining witnesses, other witnesses, any reviewing officer, or any review panel shall constitute a separate violation of this policy which may be subject to direct administrative action.

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#### VI. COMPLAINT PROCESS

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The complaint procedures delineated herein apply to all students, faculty, staff, guests, or visitors. Complaints alleging violation of the racial and ethnic harassment policy will be reviewed and investigated by the appropriate University office. Complaints may be resolved informally or may proceed through the applicable formal complaint proceedings. Complaints may be filed in the following manner:

- 1) Complaints against students or student organizations, faculty or staff, or contractors working on University premises shall be filed with the University Office of Equal Opportunity and Affirmative Action Office (AAO) for review and investigation. The AAO University Equal Opportunity Officer, or its his or her designee, may assist in the informal resolution of the complaint or in processing a complaint through the applicable campus procedures.
- 2) ~~Complaints against faculty or staff shall be filed with the Office of Equal Opportunity and Affirmative Action Office. The AAO University Equal Opportunity Officer or its his/her designee may assist in the informal resolution of the complaint or in processing a complaint through the applicable campus procedures for faculty and staff.~~
- 3) ~~Complaints against contractors working on university premises shall be filed with the Office of Equal Opportunity and Affirmative Action Office. The AAO University Equal Opportunity Officer or its his/her designee may assist in the informal resolution of the complaint or in processing a complaint through the applicable campus procedures for faculty, staff and students.~~
- 4) ~~2) Complaints against visitors or guests should be directed to the University Campus Police Department office on the campus where the incident occurred. The eCampus pPolice will forward informational copies of all reports and inquiries dealing with discrimination, harassment, or hate crimes to the AAO Office of Equal Opportunity.~~

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#### VII. RESPONSIBLE OFFICIAL

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The University Equal Opportunity ~~and Affirmative Action~~ Officer is charged with the responsibility for administering this policy. The Office of Equal Opportunity and Affirmative Action Office will serve as a repository for all records of complaints, investigative reports, and remedies/corrective actions in connection with this policy. The ~~Affirmative Action~~ University

Equal Opportunity Officer is the overall coordinator of all University Activities dealing with discrimination in employment or education.

To contact the University Equal Opportunity and Affirmative Action Office:

Norman Campus  
Room 102, Eysans Hall  
325-3546

Health Sciences Center Campus  
Room 1113, Library Service Center Building  
271-2110

(RM 12-19-90, p. 22121; 6-13-91, p. 22467; 7-27-95, p. 24622; 1-14-97, p. 25263; 1-26-99, p. 26226; 3-29-00, p. 26909)

## 3.2.5—SEXUAL HARASSMENT/SEXUAL ASSAULT POLICY

## STATEMENT

The University of Oklahoma explicitly condemns sexual harassment of students, staff, and faculty. Sexual harassment is unlawful and ~~may~~ will subject those who engage in it to University sanctions as well as civil and criminal penalties.

When criminal action is pursued in addition to an administrative grievance under this policy, the ~~EO/AA University~~ Office of Equal Opportunity will ~~will~~ may coordinate its investigative actions with the University or local law enforcement authorities to ensure that criminal prosecution is not jeopardized. The ~~EO/AA University~~ Equal Opportunity Officer may defer administrative action at the request of University or local law enforcement authorities pending completion of the criminal investigation. Where review by the ~~EO/AA University~~ Equal Opportunity Officer or other ~~University~~ executive officer determines that immediate administrative action is necessary for the safety, health, and well being of the ~~campus~~ University community, such action may be taken in advance of resolution of criminal charges.

Since some members of the University community hold positions of authority that may involve the legitimate exercise of power over others, it is their responsibility to be sensitive to that power. Faculty, and supervisors in particular, in their relationships with students and subordinates, need to be aware of potential conflicts of interest and the possible compromise of their evaluative capacity. Because there is an inherent power difference in these relationships, the potential exists for the less powerful person to perceive a coercive element in suggestions regarding activities outside those appropriate to the professional relationship. It is the responsibility of faculty and staff to behave in such a manner that their words or actions cannot reasonably be perceived as sexually coercive, abusive, or ~~expletive~~ exploitive. Sexual harassment also can involve relationships among equals as when repeated advances, demeaning verbal behavior, or offensive physical contact interfere with an individual's ability to work ~~and~~ or study productively.

The University is committed to providing an environment of study and work free from sexual harassment and to ~~insuring~~ ensuring the accessibility of appropriate grievance procedures for addressing all complaints regarding sexual harassment. The University reserves the right, however, to deal administratively with sexual harassment issues whenever becoming aware of their existence. Records of all complaints, except for hearings before the Faculty Appeals Board, shall be transmitted to and maintained by the University Equal Opportunity ~~and Affirmative Action~~ Officer as confidential records.

The University encourages victims to report instances of sexual assault or other sex offenses, either forcible or nonforcible. In addition to internal grievance procedures, victims are encouraged to file complaints or reports with ~~eCampus pPolice~~ or local law enforcement agencies ~~by telephoning 911~~ by telephoning 911; as soon as possible after the offense occurs in order to preserve evidence necessary to the proof of criminal offenses. The ~~eCampus pPolice dDepartment~~ is available to assist victims in filing reports with other area law enforcement agencies.

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**DEFINITION OF SEXUAL HARASSMENT <sup>24</sup>**


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Sexual harassment shall be defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature in the following context:

- 1) when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic standing, or
- 2) when submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual, or
- 3) when such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working or academic environment.

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**EXAMPLES OF PROHIBITED CONDUCT**


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Conduct prohibited by this policy may include, but is not limited to:

- Unwelcome sexual flirtation; advances or propositions for sexual activity.
- Continued or repeated verbal abuse of a sexual nature, such as suggestive comments and sexually explicit jokes.
- Sexually degrading language to describe an individual.
- Remarks of a sexual nature to describe a person's body or clothing.
- Display of sexually demeaning objects or pictures.
- Offensive physical contact, such as unwelcome touching, pinching, brushing against the body.
- Coerced sexual intercourse.
- Sexual assault.
- Rape, date or acquaintance rape, or other sex offenses, forcible or nonforcible.
- Actions indicating that benefits will be gained or lost based on response to a sexual advances.

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<sup>24</sup> Suggest omitting 209-210 and including in Handbooks instead.



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**RETALIATION**


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Any attempt to penalize or retaliate against a person for filing a complaint or participating in the investigation of a complaint of sexual harassment will be treated as a separate and distinct violation of ~~University this Policy~~.

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**SANCTIONS**


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Appropriate disciplinary action may include a range of actions up to and including dismissal and/or expulsion.

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**COMPLAINT PROCEDURE**


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Complaints alleging a violation of the Sexual Harassment/Sexual Assault Policy shall be handled in accordance with the Grievance Procedure For Equal Opportunity. ~~Complaints Based Upon Discrimination, Sexual Harassment, Sexual Assault, Consensual Sexual Relationships, Retaliation, Or Racial and Ethnic Harassment.~~

To contact the University Office of Equal Opportunity and Affirmative Action Office:

Norman Campus  
Room 102, Evans Hall  
325-3546

Health Sciences Center Campus  
Room ~~444~~ 113, Library Service Center Building  
271-2110

(RM 9-27-95, p. 24621; 1-14-97, p. 25260 and 25263)

### 3.2.6—DISCRIMINATION POLICY

(FOR OTHER THAN SEXUAL OR RACIAL/ETHNIC HARASSMENT)

The University has a policy of internal adjudication in matters relating to alleged discrimination. Any faculty member, staff member, or student, including without restriction, those on temporary or part-time status, who believes that he or she has been discriminated or retaliated against should file a complaint under the Grievance Procedure For Equal Opportunity. ~~Complaints Based Upon Discrimination, Sexual Harassment, Sexual Assault, Consensual Sexual Relationships, Retaliation, Or Racial And Ethnic Harassment.~~

Any attempt to penalize or retaliate against a person for filing a complaint or participating in the investigation of a complaint of discrimination and/or harassment will be treated as a separate and distinct violation of this University policy. (RM, 1-14-97, p. 25263)

To contact the University Office of Equal Opportunity and Affirmative Action Office:

Norman Campus  
Room 102, Evans Hall  
325-3546

Health Sciences Center Campus  
Room ~~414~~ 113, Library Service Center Building  
271-2110

## 3.2.7—CONSENSUAL SEXUAL RELATIONSHIPS POLICY

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**RATIONALE**

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The University's educational mission is promoted by professionalism in faculty-student relationships. Professionalism is fostered by an atmosphere of mutual trust and respect. Actions of faculty members and students that harm this atmosphere undermine professionalism and hinder fulfillment of the University's educational mission. Trust and respect are diminished when those in positions of authority abuse, or appear to abuse, their power. Those who abuse, or appear to abuse, their power in such a context violate their duty to the University community.

Faculty members exercise power over students, whether in giving them praise or criticism, evaluating them, making recommendations for further studies or their future employment, or conferring any other benefits on them. Amorous relationships between faculty members and students are wrong when the faculty member has professional responsibility for the student. Such situations greatly increase the chances that the faculty member will abuse his or her power and sexually exploit the student. Voluntary consent by the student in such a relationship is suspect, given the fundamentally asymmetric nature of the relationship. Moreover, other students and faculty may be affected by such unprofessional behavior because it places the faculty member in a position to favor or advance one student's interest at the expense of others and implicitly makes obtaining benefits contingent on amorous or sexual favors. Therefore, the University will view it as unethical if faculty members engage in amorous relations with students enrolled in their classes or subject to their supervision, even when both parties appear to have consented to the relationship.

As with faculty, staff may also be in a position to exert authority and control over students. Staff, too, must be conscious of the potential for abuse of power inherent in their relationships with students. Students rely on staff for assistance and guidance in dealing with issues such as scheduling of classes, financial aid, tutoring, housing, meals, employment, educational programs, social activities, and many other aspects of University life. Those who deal with students are expected to provide them with support and positive reinforcement. Staff who would deal with students in a sexual manner abuse, or appear to abuse, their power and violate their duty to the University community.

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**DEFINITIONS<sup>25</sup>**

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As used in this policy, the terms "faculty" ~~or~~ and "faculty member" mean all those who teach at the University, and include graduate students with teaching responsibilities and other instructional personnel. The terms "staff" or "staff members" mean all employees who are not faculty, and include academic and non-academic administrators as well as supervisory personnel. The term "consensual sexual relationship" may include amorous or romantic relationships, and is intended to indicate conduct which goes beyond what a person of ordinary sensibilities would believe to be a collegial or professional relationship.

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<sup>25</sup> Suggest including "Definitions" in Handbooks only.



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**POLICY**

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**A. FACULTY/STUDENT RELATIONSHIPS <sup>26</sup>**

**WITHIN THE INSTRUCTIONAL CONTEXT**

It is considered a serious breach of professional ethics for a member of the faculty to initiate or acquiesce in a sexual relationship with a student who is enrolled in a course being taught by the faculty member or whose academic work (including work as a teaching assistant) is being supervised by the faculty member.

**OUTSIDE THE INSTRUCTIONAL CONTEXT**

Sexual relationships between faculty members and students occurring outside the instructional context may lead to difficulties. Particularly when the faculty member and student are in the same academic unit or in units that are academically allied, relationships that the parties view as consensual may appear to others to be exploitative. Further, in such situations, the faculty member may face serious conflicts of interest and should be careful to distance himself or herself from any decisions that may reward or penalize the student involved. A faculty member who fails to withdraw from participation in activities or decisions that may reward or penalize a student with whom the faculty member has or has had an amorous relationship will be deemed to have violated his or her ethical obligation to the student, to other students, to colleagues, and to the University.

**B. STAFF/STUDENT RELATIONSHIPS**

Consensual sexual relationships between staff and students are prohibited in cases where the staff member has authority or control over the student. A staff member who fails to withdraw from participation in activities or decisions that may reward or penalize a student with whom the staff member has or has had an amorous relationship will be deemed to have violated his or her ethical obligation to the student, to other students, to colleagues, and to the University.

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**COMPLAINT PROCEDURE <sup>27</sup>**

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Complaints alleging a violation of the Consensual Sexual Relationships Policy shall be handled in accordance with the Grievance Procedure For Equal Opportunity Complaints Based Upon Discrimination, Sexual Harassment, Sexual Assault, Consensual Sexual Relationships, Retaliation, Or Racial and Ethnic Harassment.

To contact the Affirmative Action University Office of Equal Opportunity:

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<sup>26</sup> Why a different standard for faculty and staff?.

<sup>27</sup> Suggest omitting from Manual.

Norman Campus  
Room 102, Evans Hall  
325-3546

Health Sciences Center Campus  
Room ~~414~~ 113, ~~Library~~ Service Center Building  
271-2110

(RM, 9-95, p. 24621; 1-14-97, p. 25260 and 25263)

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**GRIEVANCE PROCEDURE FOR EQUAL OPPORTUNITY COMPLAINTS BASED UPON DISCRIMINATION, SEXUAL HARASSMENT, SEXUAL ASSAULT, CONSENSUAL SEXUAL RELATIONSHIPS, RETALIATION, OR RACIAL AND ETHNIC HARASSMENT**

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28

**A. WHAT IS COVERED AND WHO MAY USE PROCEDURE**

The grievance procedure embodied herein shall be available to any person who, at the time of the acts complained of, was employed by, was an applicant for employment with, or was enrolled as a student at ~~The University of Oklahoma~~.

**B. FILING OF COMPLAINT**

This procedure applies to ~~persons~~ persons who have complaints alleging discrimination based upon race, color, national origin, sex, age ~~40 or above~~, religion, disability, political beliefs, or status as a veteran or complaints alleging sexual harassment, consensual sexual relationships, retaliation, or racial and ethnic harassment (together, "discrimination and harassment or retaliation"). Such persons may file their complaints in writing with the University Equal Opportunity and Affirmative Action Officer, hereafter referred to as EO/AA Officer, or with their department head/chair, academic dean, or administrative supervisor. These individuals and the EO/AA Officer or the EO/AA Officer designee are referred to as "Administrator."

Complainants who exercise their right to use this procedure agree to accept its conditions as outlined. Where multiple issues exist, (i.e., e.g., sexual harassment and violation of due process or grade appeal), the complainant must specify all of the grounds of the grievance of which the complainant knows or should have reasonably known at the time of filing. A grievance filed under this procedure may normally not be filed under any other University grievance procedure. Depending on the nature of the issues involved, the complainant will be advised by the EO/AA University Equal Opportunity Officer or his/her designee about the appropriate procedure(s) to utilize.

**C. TIMING OF COMPLAINT**

Any complaint must be filed with the EO/AA University Equal Opportunity Officer or other appropriate administrator within 180 calendar days of the act of alleged discrimination or harassment, or retaliation. The University Equal Opportunity Officer ~~All other time periods may be reasonably extended by the administrator~~ all other time periods.

**D. ADMINISTRATIVE ACTION**

- 1) The University recognizes its obligation to address incidents of discrimination, and harassment, or retaliation on campus when it becomes

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<sup>28</sup> This is a procedure, rather than a policy. Suggest including in Handbooks only.

aware of their existence. ~~e~~Even if no complaints are filed, the University reserves the right to take appropriate action unilaterally under this procedure.

- 2) With respect to students, the University Vice President for Student Affairs ~~/Vice Provost for Educational Services and Dean of Students~~ or other appropriate persons in authority may take immediate administrative or disciplinary action which is deemed necessary for the welfare or safety of the University ~~C~~community. Any ~~Norman Campus~~ student so affected must be granted appropriate due process including a proper hearing. ~~A~~ For Norman Campus students, a campus disciplinary council, ~~Any hearing involving disciplinary suspension or expulsion shall be conducted by a campus disciplinary council,~~ in accordance with Title 13, Section 1.2. of the Student Code, shall conduct any hearing involving disciplinary suspension or expulsion. Lesser administrative or disciplinary action may be appealed to the University Vice President for Student Affairs ~~/Vice Provost for Educational Services and Dean of Students~~. Such requests must be in writing and filed within seven calendar days following the summary action. The University Vice President for Student Affairs ~~/Vice Provost for Educational Services and Dean of Students~~ will issue a written determination to the student within three working days following the date the request is received.
- 3) With respect to employees, upon a determination at any stage in the investigation or grievance procedure that the continued performance of either party's regular duties or University responsibilities would be inappropriate, the proper executive officer may suspend or reassign said duties or responsibilities or place the individual on leave of absence pending the completion of the investigation or grievance procedure.

#### WITHDRAWAL OF COMPLAINT

The complainant may withdraw the complaint at any point ~~during the investigation or~~ prior to the adjournment of a formal hearing.

#### CONFIDENTIALITY OF PROCEEDINGS AND RECORDS

Investigators and members of the Hearing Panel reviewing the grievance are individually charged to preserve confidentiality with respect to any matter investigated or heard. A breach of the duty to preserve confidentiality is considered a serious offense and will subject the offender to appropriate disciplinary action. Parties and witnesses also are admonished to maintain confidentiality with regard to these proceedings.

All records, involving discrimination, or harassment, or retaliation, upon disposition of a complaint, shall be transmitted to and maintained by the EO/AA University Equal Opportunity Officer as confidential records except to the extent disclosure is required by law. ~~This includes records of complaints handled by administrators.~~



PROCEEDINGS <sup>22</sup>

## INVESTIGATION

Upon receipt of a complaint, the ~~EO/AA~~ University Equal Opportunity Officer ~~or other appropriate administrator~~ is empowered to investigate the charge, to interview the parties and others, and to gather any pertinent evidence. The investigation should be completed within 60 calendar days of receipt of the complaint, or as soon as practical. If a time period is extended for more than 10 calendar days, the ~~EO/AA~~ University Equal Opportunity Officer will provide written or oral notice of reason for extension to all parties involved. The investigator shall prepare a record of the investigation.

In arriving at a determination of a policy violation, at any stage of the proceedings, the evidence as a whole and the totality of the circumstances and the context in which the alleged incident(s) occurred shall be considered. The determination will be made from the facts on a case-by-case basis.

Upon completion of the investigation, the ~~EO/AA~~ University Equal Opportunity Officer ~~or other administrator~~ is authorized to take the following actions:

- a) Satisfactory Resolution—Resolve the matter to the satisfaction of the University and both the complainant and the respondent. If a resolution satisfactory to the University and both parties is reached through the efforts of the ~~EE/AA~~ University Equal Opportunity Officer ~~or other administrator~~, ~~the administrator~~ he or she shall prepare a written statement indicating the resolution. At that time, the investigation and the record thereof shall be closed.
- b) Dismissal—Find that no policy violation occurred and dismiss the complaint, giving written notice of said dismissal to each party involved. Within 15 calendar days of the date of the notice of dismissal, the complainant may appeal said dismissal in writing to the ~~EO/AA~~ University Equal Opportunity Officer by requesting a hearing according to the provisions of ~~Section G-2~~ this policy. If no appeal is filed within the 15 calendar day period, the case is considered closed.
- c) Determination of Impropriety
  - 1) Make a finding of impropriety and notify the parties of the action to be taken. Either party has the right to appeal said determination in writing within 15 calendar days of the date of the notice of determination to the ~~EO/AA~~ University Equal Opportunity Officer by requesting a hearing according to the provisions of ~~Section G-2~~ this policy. If no appeal is filed within the 15 calendar day period, the case is considered closed.

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<sup>29</sup> Better suited for Handbooks. Suggest omitting from Manual.

- 2) In the case of a complaint against a faculty member, the administrative investigator may determine that the evidence is sufficiently clear and serious so as to warrant the immediate commencement of formal proceedings as provided in the ~~Abrogation of Tenure, Dismissal Before Expiration of a Term Appointment, and Severe Sanctions~~ sections of the Faculty Handbook. If the President concurs with the ~~administrator's~~ investigator's finding, the case may be removed at the option of the accused from the grievance proceedings contained herein, and further action in the case shall be governed by the ~~Abrogation of Tenure, Dismissal Before Expiration of a Term Appointment, and Severe Sanctions~~ section in the Faculty Handbook. Otherwise, this policy and procedure shall apply.

The specific provisions proscribing these policies and detailed procedures are set forth in the Faculty Handbooks of the respective campuses of the University of Oklahoma, and the Staff handbook. Any modification to a Regent's policy in these handbooks must be made through action of the Board of Regents

(The text below appears in the Norman Campus and Health Science Center Faculty Handbooks)

## HEARING

*Request for a Hearing Under the Grievance Procedure for Equal Opportunity. Complaints Based upon Discrimination, Sexual Harassment, Sexual Assault, Consensual Sexual Relationships, Retaliation, or Racial and Ethnic Harassment:*

- 1) Appeals and complaints unresolved following an investigation may result in a hearing before a hearing panel selected from the membership of the Committee on Discrimination and Harassment as described below. For the Norman eCampus, faculty versus faculty grievances with multiple issues are heard by the Faculty Appeals Board. The request for a hearing is to be addressed to the EO/AA University Equal Opportunity Officer.<sup>30</sup>
- 2) The request for a hearing must contain the particular facts upon which the policy violation allegation is based as well as the identity of the appropriate respondent(s). The University Equal Opportunity Officer shall give a copy of the request shall be given to the proper respondent(s) by the EO/AA Officer.
- 3) The respondent's written response to the request for a formal hearing must be sent to the EO/AA University Equal Opportunity Officer within 10 calendar days of receiving notice that a formal hearing has been requested. A copy of the response shall be given to the party requesting the hearing.

*Selection of a Hearing Panel*

Within 10 calendar days following receipt of the written request for a hearing, the EO/AA University Equal Opportunity Officer shall initiate the process to determine the members of the Hearing Panel who are to conduct a hearing.

A five-member hearing panel will be chosen by the parties to the complaint from: on the Health Sciences Center, the twenty-four-~~(24)~~ member Committee on Discrimination and Harassment; and on the Norman Campus, from the sixteen-~~(16)~~ member Committee on Discrimination and/or the fifty-~~(50)~~ member Faculty Appeals Board.

A Committee on Discrimination and Harassment shall be established on each campus and composed of: on the Health Sciences Center, eight ~~(8)~~ staff members, eight ~~(8)~~ students, and eight ~~(8)~~ faculty members; and on the Norman Campus, eight ~~(8)~~ staff members and eight ~~(8)~~ student members, with faculty representation being selected from the Faculty Appeals Board. On the Norman Campus, five-~~(5)~~ staff will be appointed by the Staff Senate and five ~~(5)~~ students will be appointed by UOSA; the President will appoint three ~~(3)~~ staff and three ~~(3)~~ students. At the

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<sup>30</sup> Seems inconsistent with Section 2 "Academics," page 50.

Health Sciences Center, eight ~~(8)~~ faculty will be appointed by the Faculty Senate, eight ~~(8)~~ staff members will be appointed by the Employee Liaison Council, and eight ~~(8)~~ students by the Student Government Association. The terms of appointment shall be for three ~~(3)~~ years with initial terms of 1, 2, and 3 years in each category to provide the staggered membership, except that each student shall be appointed for a one-year term.

The selection process shall be in the following manner: ~~†The complainant and the respondent alternately select two names~~ select five ~~(5)~~ names each from the pool. The names will be listed in rank order with name number one ~~(1)~~ on each list being the preferred panelist. The University Equal Opportunity Office staff will contact the individuals in the order selected. The first two names on each list who are available to serve will make up the Hearing Panel. Those selected choose a fifth name from the pool to serve as chair. If the four panelists cannot agree on the fifth, the names of the five additional Committee members will be drawn by lottery. Each panelist will strike one name off the list of five names. The remaining person shall be the fifth panelist. Either party to the complaint may ask the ~~EO/AA~~ University Equal Opportunity Officer to disqualify any member of the Hearing Panel ~~upon a showing of cause. Such requests will be in writing and show sufficient grounds for removal.~~ Furthermore, no panelist shall be expected to serve if he/she feels that a conflict of interest exists. Replacements shall be selected in the same manner as the original panel.

#### *Pre-Hearing Orientation Conference* <sup>31</sup>

Within 10 calendar days of receiving notification, or as soon as practical, the Chair shall convene the Hearing Panel for an informal orientation, and discussion of the grievance, and a decision as to whether there exist adequate grounds for an informal hearing. ~~The parties involved and the EO/AA University Equal Opportunity Officer shall be present during the informal discussion-orientation conference. Prior to the informal discussion, the EO/AA Officer shall conduct an orientation.~~ Each Hearing pPanel member shall be given a copy of the hHearing gGuidelines, written complaint, the request for a hearing, and the written response. ~~No witnesses or evidence will be heard.~~

#### *Informal Hearing*

If the Hearing Panel determines that adequate grounds for an informal hearing exists, the Chair shall convene the Hearing Panel for an informal hearing. The parties involved will be present a summary of their cases, at the informal hearing. No witnesses will be heard.

At all meetings, each party may be accompanied by an adviser. In the event that a party chooses to be advised by an attorney, he/she may do so at his/her expense. If an adviser is used, the name of the person so assisting must be furnished to the Hearing Panel and the other party 10 calendar days in advance of the ~~pre-hearing conference~~ informal hearing. Advisers may advise their clients at the ~~pre-hearing conference~~ informal hearing but may not directly address the Hearing Panel.

<sup>31</sup>We recommend combining this sections with the Informal Hearing Section below.

If the Hearing Panel decides at its ~~pre-hearing conference~~ informal hearing that there is no basis for a hearing, it shall recommend ~~report the determination~~ in writing to the proper Executive Officer ~~with that the matter be dismissed and shall send~~ a copy to the President and the EO/AA University Equal Opportunity Officer. The Executive Officer shall render his or her decision on the matter in writing to each of the parties involved in the informal proceedings.

### Formal Hearing Guidelines <sup>32</sup>

The Hearing Panel shall be convened by the ~~Affirmative Action~~ University Equal Opportunity Officer for further orientation prior to the formal hearing. Each Hearing Panel member shall be given a copy of the Hearing Guidelines.

~~The hearing panel procedures in conducting a hearing shall be established with reference to the Hearing Guidelines and shall provide that the parties may present all of the evidence that they consider germane to the determination. Further, the parties may call witnesses to testify and may cross-examine witnesses called by the other party. The hearing shall be closed unless all principals in the case agree to an open hearing. Audio tape recordings of the proceedings shall be arranged by the Chair of the Hearing Panel and paid for by the University. Transcripts may be charged to the requesting party. In cases of alleged sexual assault on students, the accuser and the accused are entitled to the same opportunities to have others present during a campus disciplinary proceeding and both shall be informed of the outcome of the proceeding.~~

After the pre-hearing conference, if a party wishes to have an adviser present at any stage of the hearing he/she must notify the Hearing Panel Chair and other party(ies) that an adviser has been retained at least 10 calendar days in advance of the scheduled hearing. Advisers may advise their clients at the hearing but may not directly address the Hearing Panel or witnesses, except as required for student disciplinary hearings leading to suspension or expulsion.

~~The Chair of the Hearing Panel shall notify the parties of the date, time and location of the hearing. Parties are responsible for giving such notice to their witnesses. The hearing shall be scheduled to reasonably ensure that the complainant, respondent, and essential witnesses are able to participate.~~

Upon request, University Legal Counsel may serve as an adviser to the Hearing Panel.

In the event that the ~~h~~Hearing ~~p~~Panel determines the need for a formal hearing, the Chair will convene the Hearing ~~p~~Panel and the parties for a formal hearing. The Hearing Panel procedures shall be established with reference to the Hearing Guidelines and shall provide that the ~~aprties~~ parties may present all the evidence that they consider germane to the determination. Further, the parties may call witnesses to testify and may cross-examine witnesses called by the other party. The hearing shall be closed unless all principals in the case agree to an open hearing. Audio tape recordings of the proceedings shall be arranged by the Chair and paid for by the University. Transcripts may be charged to the requesting party. In cases of alleged sexual assault on students,

<sup>32</sup> Jerry Jensen needs to review; as several paragraphs are duplicates and the process is confusing (both orientation and informal hearing?)

the accuser and the accused are entitled to the same opportunities to have others present during a campus disciplinary proceeding and both shall be informed of the outcome.

The Chair shall notify the parties of the date, time and location of the formal hearing. Parties are responsible for giving such notice to their witnesses. The hearing shall be scheduled to reasonably ensure that the complainant, respondent, and essential witnesses are able to participate.

In the event the matter is resolved to the satisfaction of all parties prior to completion of the formal hearing, a written statement shall indicate the agreement recommended by the parties and shall be signed and dated by each party and by the Chair. The recommendation will be referred to the appropriate executive officer for final determination.<sup>33</sup>

~~Satisfactory Resolution Prior to Hearing Completion—In the event the matter is resolved to the satisfaction of all parties prior to completion of the hearing, a written statement shall indicate the agreement recommended by the parties and shall be signed and dated by each party and by the Chair of the Hearing Panel. The recommendation will be referred to the appropriate Executive Officer for final determination.~~

#### *Hearing Panel's Findings and Recommendations*

In the event that no solution satisfactory to the parties is reached prior to the completion of the hearing, the Hearing Panel shall make its findings and recommendations known to the proper Executive Officer, with copies to the President ~~of the University~~ and the EO/AA University Equal Opportunity Officer. The Hearing Panel's report, with its findings and recommendations, shall be prepared and properly transmitted within seven (7) calendar days after conclusion of the hearing.

#### *Executive Officer's Decision*

Within 15 calendar days of receipt of the Hearing Panel's findings and recommendations, the proper Executive Officer shall inform the complainant and the respondent of the findings of the Hearing Panel and the Executive Officer's decision. A copy of the Executive Officer's decision shall be transmitted to the Chair of the Hearing Panel, with copies to the President ~~of the University~~ and the EO/AA University Equal Opportunity Officer. ~~In a case investigated initially by an administrator, the administrator also shall be informed of the Officer's decision.~~ In the event the allegations are not substantiated, reasonable steps in consultation with the accused may be taken to restore that person's reputation.

#### *Appeal to the President*

The Executive Officer's decision may be appealed to the President within 15 calendar days of being notified of the Executive Officer's decision, prospective action or of action taken, whichever is earlier. If the President does not act to change the decision of the Executive Officer

<sup>33</sup> Jerry Jensen needs to review our edits.

within 15 calendar days of receiving the appeal, the decision of the Executive Officer shall become final under the executive authority of the President.

To contact the University Equal Opportunity and Affirmative Action Office:

Norman Campus

Room 102, Evans Hall

325-3546

Health Sciences Center Campus

Room 114 ~~3~~, Library Service Center Building

271-2110

(RM 1-14-97, p. 25260; 1-26-99, p. 26226) (End Norman Campus and Health Science Center text)

### 3.3—RETIREMENT ~~PLAN~~POLICY

#### *Effective Date*

The provisions of the University of Oklahoma Retirement Policy ("Policy") shall be effective July 1, 2002.

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#### I. SUPERCEDED

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From the Effective Date, all previous versions of the Policy are hereby superseded.

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#### II. GENERAL

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Eligible Employees of the ~~Institution~~ University are entitled to certain benefits following the completion of a designated number of years of employment, the attainment of specified ages, or satisfaction of other requirements as set forth in this Policy.

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#### III. DEFINITIONS<sup>34</sup>

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Unless a different meaning is clearly indicated by the context, certain terms used in this Policy will have the following meanings:

- A) "Benefits" means those benefits which are provided Eligible Retirees under this Policy.
- B) "Benefits Eligible" means the determination by the ~~Institution~~ University in accordance with its standard personnel policies applicable to similarly situated Eligible Employees that an Eligible employee is eligible for benefits under this Policy.
- C) "Board" means the Board of Regents of the University of Oklahoma.
- D) "Defined Contribution Plan" means the University of Oklahoma Defined Contribution Retirement Plan which is a fully-funded benefit program made available to Eligible Employees who satisfy the eligibility requirements set forth in the plan.
- E) "Disability" means either a Temporary Disability or a Permanent Disability incurred by an Eligible Employee with at least 10 Years of Service. A "Temporary Disability" is defined as the inability to perform on a full-time basis the essential, regular occupational duties because of sickness or injury

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<sup>34</sup> All Retirement policies are better suited for Handbooks. Suggest omitting from here through page 239.



for up to a 24-month period after paid leave and ~~short-term disability has~~ extended sick leave have been exhausted. "Permanent Disability" is defined as the inability to perform the essential, regular duties of any occupation for wage or profit due to an illness or injury of a terminal or degenerative nature.

- F) "Disability Benefits" means benefits provided under the Health Plan for the Eligible Employee and the right to elect to cover his/her dependents if the Eligible Employee pays the premium for such coverage and such Eligible Employee has participated in the Health Plan as required under Section VII.A.5 herein.
- G) "Eligible Employee" means any employee of the ~~Institution~~-University who
- (i) is approved to work on a .50 full-time equivalency basis or more as determined under the ~~Institution's~~University's standard personnel policies,
  - (ii) is designated by the ~~Institution~~-University to be Benefits Eligible as determined under the ~~Institution's~~University -standard personnel policies,
  - and (iii) is eligible to participate in the Defined Contribution Plan and/or TRS. The foregoing (i), (ii) and (iii) are the "eligibility requirements" to be covered by the Policy ("Eligibility Requirements"). However, the term Eligible Employee does not include a person whose employment is incidental to his or her educational program or whose employment is not continuous for a period of at least six months or more. Provided, the following employees shall also be included as Eligible Employees under the Policy if they satisfy the Eligibility Requirements:<sup>35</sup>
    - 1) Employees hired by the ~~Institution~~-University and classified in accordance with the ~~Institution's~~-University standard personnel policies as "temporary employees" and who are regularly employed on a .50 full-time equivalency basis for a period of six months or more without a break in service of 90 consecutive days or more during such six-month period will be Eligible Employees and will enter the Policy as of the first day of the month coinciding with or next following the expiration of such six-month period;
    - 2) Employees hired by the University and classified as "post doctoral fellows" and located on the ~~Institution's~~-University's Norman, Oklahoma Campus; provided, "post doctoral fellows" hired by the ~~Institution~~-University on or after January 1, 2002, shall not be eligible to participate in the Policy regardless of location;
    - 3) Employees hired (or rehired) by the ~~Institution~~-University on or after attaining the age of ~~55~~ 45 years, regardless ~~if of whether~~ participating in TRS;

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<sup>35</sup> Items 1-6 need to be verified by Human Resources

- 4) Regular faculty members who are on sabbatical or other authorized leave of absence as provided in the ~~Institution's~~ University's standard personnel policies;
- 5) Employees hired by the ~~Institution~~ University and funded through grants and classified as "academic researchers" in accordance with the ~~Institution's~~ University's standard personnel policies; or, a regular faculty member at HSC approved to work on a .50 full-time equivalency basis or more and who earns \$9,000 or more from HSC; and
- 6) Employees hired by the ~~Institution~~ University and classified as visiting faculty in accordance with the ~~Institution's~~ University's standard personnel policies and such individual elects to participate in TRS, in which event such individual will be an Eligible Employee while participating in TRS. Provided, the foregoing shall be applicable to visiting faculty hired by the ~~Institution~~ University and located at HSC on or after October 1, 2001.
- H) "~~Eligible Retirees~~" ~~mean~~ are those Eligible Employees retired from the ~~Institution~~ University and are eligible to receive Benefits under the Policy.
- I) "HSC" means the University of Oklahoma Health Sciences Center located in Oklahoma City; ~~Oklahoma and Tulsa,~~ Oklahoma.
- J) "Health Plan" means the University's medical benefits plan.
- K) "~~Institution~~" or "~~Institutions~~" University means the employment(s) under the jurisdiction of the Board of Regents which employs the Eligible Employees who become eligible for benefits under this Policy, namely; ~~THE~~ the ~~University~~ UNIVERSITY OF OKLAHOMA, Norman ~~ORMAN AND Tulsa~~ ULSA CAMPUS ~~Campus;~~ University ~~NIVERSITY OF of Oklahoma~~ KLAHOMA Health ~~HEALTH Sciences~~ CIENCES Center ~~ENTER, and Oklahoma~~ KLAHOMA City ~~ITY AND and Tulsa~~ ULSA Campuses ~~AMPUS.~~
- L) "Member" refers to an Eligible Employee who is a member of TRS on an optional or mandatory basis. Eligibility for membership in TRS is defined by the Board of Trustees of TRS.
- M) "Phased Retirement" means retirement from the ~~Institution~~ University as provided in Article IX hereof.
- N) "Policy" means the University of Oklahoma Retirement Policy.
- O) "Policy Administrator" means the ~~Institution~~ University or its delegate who is charged with the administration of the Policy.
- P) "Retirement" is the termination of employment of Eligible Employees after satisfying certain criteria of length of service, age, and employment status as

provided in this Policy and specifically Section V herein, entitling them to Benefits.

- Q) "TRS" means the Teacher's Retirement System of Oklahoma.
- R) "Social Security" means the federal Social Security benefits program.
- S) "Supplement" means a monetary Benefit due certain retired University Employees hired before July 1, 1991, who are also eligible to receive retirement income from TRS. This Benefit is paid from the current operating funds of the ~~Institution~~ University subject to the statutes of the State of Oklahoma as a "Supplement" to benefits from TRS, Social Security, and the Defined Contribution Plan. Effective July 1, 1991, the option for new Eligible Employees to qualify for a Supplement was eliminated. Additionally, any Eligible Employee participating in the Defined Contribution Plan who exercised the transferability option after October 1, 1992, would not qualify for a Supplement. Increases: Supplements for Eligible Retirees who qualify for the Supplement will be increased annually by whatever average percentage increase is provided for active Eligible Employees in the respective ~~Institution~~ University where such Eligible Employee was working at the time payments of his/her Supplement commenced. The ~~Institution~~ University has determined that no Eligible Employees will qualify for a Supplement under the Policy as it previously existed. Accordingly, the Supplement shall only be paid to those employees who have previously qualified for and/or are receiving the Supplement in accordance with the terms of the Policy prior to this amendment and restatement.
- T) "University" means the University of Oklahoma, ~~a governmental entity~~.
- U) "Vesting" means the date on which an Eligible Employee acquires, by satisfying the time and/or age requirements, the right to receive Benefits.
- V) "Years of Service" means for the purpose of calculating eligibility for Benefits under this Policy only those completed years, months and days for which the Eligible Employee was a "Benefits Eligible" Eligible Employee at all times or was on sabbatical and military leave from and approved by the ~~Institution~~ University.
- 1) One Year of Service credit will be received for each four years of verified employment service at any accredited institution of higher education other than the ~~Institution~~ University, up to a maximum of five additional years. Other higher education employment must have been full-time and for not less than nine months each year of employment. Credit for service of fractions of less than four full years will not be given. This Section V. 1 shall not be applicable with respect to any Eligible Employee hired by the ~~Institution~~ University on or after January 1, 2002.

- 2) If an Eligible Employee terminates employment, and is subsequently reemployed by the ~~Institution~~University, then, unless otherwise credited under this Policy, the period during which such Eligible Employee was absent shall be disregarded and the period of employment service both before and after such period of absence shall be aggregated to determine the total number of Years of Service earned by the Eligible Employee.

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#### IV. RETIREMENT

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An Eligible Employee may retire from the ~~Institution~~University and be eligible for Benefits due to Retirement after satisfying any of the requirements of the following Subsections A, B, C, D or E, as applicable. The requirement that an Eligible Employee must satisfy any of the following requirements to be eligible for Benefits does not require that any Eligible Employee retire or terminate employment with the ~~Institution~~University upon attainment of any specified age. Retirement from the ~~Institution~~University is a voluntary act by the Eligible Employee, and the ~~Institution~~University does not have any requirement mandating that an Eligible Employee terminate employment with the ~~Institution~~University solely by attainment of a specified age. However, Benefits will not be paid and/or provided until actual retirement from the ~~Institution~~University occurs except for Eligible Employees who qualify for Phased Retirement.

- A) Optional Retirement Age: An Eligible Employee can retire after attaining at least age 62 with at least 10 Years of Service.
- B) Disability Retirement: An Eligible Employee can retire after earning at least 10 Years of Service if the Eligible Employee incurs a Disability.
- C) Phased Retirement: An Eligible Employee may begin Phased Retirement on the first of any month after having attained at least age 55, subject to meeting other eligibility requirements as provided in Article VIII.
- D) 25 Years of Service: An Eligible Employee may retire regardless of age after earning at least 25 Years of Service.
- E) Rule of 80: An Eligible Employee may retire when actual age at last birthday plus Years of Service equals 80 or more.

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#### V. RETIREMENT DATE:

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The effective date of retirement for an Eligible Employee will be the first of any month following the attainment of the age and/or service requirement(s) as provided in V., above, as applicable, and the Eligible Employee ceases to be an employee of the ~~Institution~~University. The exception to this rule is Eligible Employees who qualify for Phased Retirement may still continue in the employ of the ~~Institution~~University.

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**VI. BENEFITS SOURCES**

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**MONETARY****SOCIAL SECURITY:**

For those fully insured and eligible under Social Security, a monthly retirement amount is available.

- 1) **Participation.** All Eligible Employees, irrespective of age, except students and non-resident aliens, are mandatory contributors to Social Security.
- 2) **Contributions.** Contributions are made by payroll withholding. Each Eligible Employee is taxed at a fixed percentage on all salary/wages received on a calendar year basis as determined by the Social Security Administration. The ~~Institution~~ University matches these contributions as required under Social Security.
- 3) **Benefit.** Responsibility for the calculation of the exact benefit to be paid is determined by Social Security. See Social Security for a description of these benefits.

**TEACHERS' RETIREMENT SYSTEM ~~of~~ OF OKLAHOMA (TRS)**

TRS is administered by TRS, and all decisions regarding TRS including, by example, eligibility for amounts of benefits, is determined solely by TRS. See the booklet provided by TRS for a description of and eligibility for benefits under TRS.

**Participation.** Membership is mandatory for all faculty, executive officers, administrative officers, and all administrative, professional and managerial staff Eligible Employees who work .50 full-time equivalency basis or more for six months or more.

- a) The following are optional Members:
  - Benefit Eligible hourly Eligible Employees;
  - Visiting faculty;
  - Temporary and intermittent instructors and lecturers on the Norman Campus, or
  - Eligible Employees hired on or after age ~~55~~45.
- b) The following cannot participate in TRS: Benefit Eligible Oklahoma Health Sciences Center faculty where University salary is less than the

salary provided by an institution affiliated with the University, whether such affiliation is by common governance or by contract.

- c) Enrollment is automatic the month after the Eligible Employee achieves eligibility. However, Eligible Employees need to enroll formally in order to designate a beneficiary.

2) Contributions

Rate and base for TRS contributions are determined by the TRS Trustees and announced each fiscal year.

- 3) Benefits. The retirement formula used to determine the maximum monthly retirement benefit is determined by the TRS Trustees.

Actuarial reductions are made for earlier retirement. Special TRS rules exist for 30-year retirements and "Rule of 80" retirements. Members joining TRS on or after July 1, 1992, must satisfy the "Rule of 90." Also, special provisions exist for purchasing credit for out-of-state and military service.

DEFINED CONTRIBUTION PLAN:

1) Participation.

All "eligible employees" as defined in the Defined Contribution Plan who are age 28 and older, or who have three or more Years of Service participate in the Defined Contribution Plan. The age 28/3 year rule will be waived for any individual entering University employment from another institution in which he/she participated in a TIAA-CREF or similar plan. Waivers are also granted for those individuals who do not qualify for TRS membership because of age or because they are geographic full-time faculty members at the Health Sciences Center whose base salary distributions do not qualify them for TRS membership. See the Defined Contribution Plan for a description of and eligibility for benefits under the Defined Contribution Plan.

2) Contributions. Based on rules of the Defined Contribution Plan.

- 3) Benefits. The retirement benefit will be based on total accumulations and age at the time of Retirement or other termination of employment from the Institution.

DISABILITY

An Eligible Employee who has completed 10 Years of Service with the Institution-University is eligible to apply for Disability Benefits under this Policy. Written proof of disability by a physician is required by the Institution-University.

- 1) To apply for the Disability benefits with the Institution-University, an Eligible Employee should contact the University's Benefits Office to schedule a

counseling session. Disability statements must be completed by the employee and the physician(s). The physician(s) must provide medical documentation to substantiate the diagnosis of Disability. When all statements are completed, they should be returned with medical records to the University's Benefits Office for processing.

- 2) Disability applications are reviewed and the final determination of Disability is derived primarily from medical documentation but may also be inclusive of other pertinent information (i.e., administrative, environmental). Approval or denial of Disability Benefits may be recommended by the University's Director of Human Resources. Legal Counsel and the Medical Director of the University's Goddard Health Center may be asked to review applications and assist in the determination of eligibility in more complex or questionable cases. When an application review is completed, the ~~Institution~~ University will make a Disability determination based on three options:
  - (a) Temporary Disability;
  - (b) Permanent Disability; or
  - (c) Not Eligible for Benefits due to Disability.
- 3) At any time deemed reasonable and necessary, the ~~Institution~~ University reserves the right to review an active Disability case to determine whether the recipient continues to qualify for Disability Benefits.
- 4) Disability Benefits recipients will be responsible for notifying the University in the event gainful employment is obtained. Upon receipt of notification, the University will terminate Disability Benefits immediately. If the Disability recipient fails to notify the University, and notification of the recipient's employment is otherwise received, Disability Benefits will terminate retroactively to the date employment began. The University will send written notification to the Disability recipient that Disability Benefits received on and/or after the recipient's employment date will be are due and payable to the University.
- 5) All decisions with regard to whether an Eligible Employee has a Disability and is entitled to Benefits due to Disability and shall be made in the sole discretion of the University.

#### RETIREE HEALTH INSURANCE

Eligible Retirees ~~who are not eligible for coverage with the State Health Plan through TRS (including all new retirees after July 1, 1995)~~ as described in Subsection (a) below, may continue coverage under the Health Plan as provided in Subsection (d) below if they meet the requirements for University Retirement. If an Eligible Retiree meets the conditions in this policy for coverage under the Health Plan, the Eligible Retiree shall be eligible for the standard coverage under HealthChoice High Option, at the University's expense ~~University Health Care Option 2 (the "Standard Coverage") at the Institution's~~ University's expense for the year beginning July 1,

~~2002, and ending June 30, 2003, in addition to any Coverage options available to Eligible Retirees under the Health Plan. If an Eligible Retiree shall elect coverage ("Elected Coverage") other than Standard Coverage, the Eligible Retiree shall pay the cost difference between Standard Coverage and Elected Coverage. The Institution-University shall notify each Eligible Retiree of the total cost for Elected Coverage, the amount contributed by the Institution-University for Standard Coverage and the amount due, if any, for the Eligible Retiree for Elected Coverage (the 'Eligible Retiree's Share'). Failure on the part of the Eligible Retiree to remit the Eligible Retiree's Share will cause the Eligible Retiree to be covered by Standard Coverage for the year beginning July 1, 2002, and ending June 30, 2003. The Eligible Retiree's cost for Elected Coverage and Standard Coverage may be different for Eligible Retirees and Eligible Employees and may vary year to year. The University is committed to providing the same health coverage options to Eligible Retirees as is available for Eligible Employees; however, the University reserves the right to amend, modify, or terminate any provisions of the Policy by Board of Regents resolution at any time. Eligible Retirees will continue to be able to insure eligible dependents in accordance with the rules of the Oklahoma State and Education Employees Group Insurance Board (OSEEGIB) that administers the Health Plan, by paying the premium if such dependents are enrolled in the Health Plan when the Eligible Retiree terminates employment for from the Institution-University due to Retirement. After Eligible Retirees (and their dependents) become eligible for Medicare primary coverage, Institution-University insurance continues as secondary coverage. Eligible Retirees and their dependents who reach age 65 must enroll in both Medicare A and B. The Health Plan provides that Part B benefits will be treated as having been paid, whether or not the retiree/dependent is enrolled in Part B. Notwithstanding the requirement that the dependents of the Eligible Employee must be enrolled in the Health Plan on the date when the Eligible Retiree retires from the Institution-University, subsequent to such Retirement, the eligible Retiree may add additional eligible dependents due to the marriage or divorce of the Eligible Retiree or birth or adoption of an additional dependent. The foregoing events shall be classified as a "change in family status." Any modifications with respect to the addition or deletion of dependents by the Eligible Retiree to the Health Plan must be made within 31 days of the occurrence of the "change in family status." "Eligible dependents" for the purposes of the Policy shall include the Eligible employee's spouse, unmarried children up to the age of 19, foster children up to the age of 19, unmarried children up to the age of 25 if attending an accredited school on a regular basis in an attempt to pursue an academic career degree while attending such school and such child is dependent upon the Eligible Employee for principal support and maintenance and is not covered under any other group health plan by reason of employment. See the Summary Plan Description which relates to the Health Plan for a description of and eligibility for benefits under the Health plan.~~

- 1) Any Eligible Employees who ~~is~~ are eligible for the State and Education Employees Group Health Plan through TRS will have their health benefits in accordance with that plan. Retiree health coverage is an Institution-University-paid Benefit for this type of Eligible Employee (but not his/her dependents). This type of Eligible Employee must be enrolled in the State Health Plan and if eligible for Medicare, be enrolled in both Part A and B. Medicare will be primary with the State Health Plan being secondary. If the Eligible Employee or an insured dependent is not yet eligible for Medicare, the State Health Plan is primary.
- 2) Eligible Employees who are retiring with TRS but do not meet the requirements for Retirement and Benefits under this Policy may qualify to



purchase health and dental insurance under the Health Plan. Depending on the number of Years of Service, a portion of the premium may be paid by the ~~Institution~~ University in accordance with the ~~Institution's~~ University's standard personnel policies.

- 3) To be eligible to purchase this coverage under the Health Plan as described in Subsection (b) above, the Eligible Employee must have at least 10 Years of ~~Service~~ that is "Benefits Eligible" employment with the ~~Institution~~ University and provide a copy of the TRS final contract evidencing retirement under TRS. The cost to the Eligible Employee for this coverage will be as follows:

<p>With 10-14 Years of Service and eligible to retire from TRS:</p>	<p>Eligible Employee to purchase health and dental coverage (University <del>h</del>Health Care Plan &amp; Basic Dental Plan) by paying 100% of the cost, Coverage must be elected within 30 days of beginning TRS retirement benefit.</p>
<p>With 15-19 Years of Service and eligible to retire from TRS:</p>	<p><del>Institution</del> <u>University</u> will provide coverage (University Health Care Plan &amp; Basic Dental Plan) and pay 25% of the portion of the retiree premium for Standard Coverage otherwise paid by the <del>institution</del> <u>University</u>. An Eligible Employee will pay the remaining Cost. Coverage must be elected with 30 days of beginning TRS retirement benefit.</p>
<p>With 20 or more Years of Service and eligible to retire from TRS:</p>	<p>University will provide coverage (University Health Care Plan &amp; Basic Dental Plan) and pay 50% of the portion of the retiree premium for Standard Coverage otherwise paid by the <del>institution</del> <u>University</u>. Eligible Employee will pay the remaining cost. Coverage must be elected within 30 days of beginning TRS retirement benefit.</p>

- 4) In order ~~for the University to pay to be eligible for the retiree-only Standard Coverage~~ health insurance under the University Health Plan after Retirement or to be eligible ~~for the University to pay for to have~~ such coverage upon ~~incurrence~~ incurring of a Disability, the Eligible Retiree or Eligible Employee must have been participating in the University Health Plan immediately prior to Retirement (including Disability Retirement) for the required periods as follows:

RETIREMENT DATE \_\_\_\_\_ BENEFIT

July 1, 2001 through June 30, 2003:	<del>Any Eligible Retiree or Eligible Employee may join the Health Plan and be eligible for retiree medical insurance coverage.</del>
July 1, 2003, through June 30, 2004	To be eligible for retiree medical insurance, the Eligible Retiree must have at least one year of continuous participation in the Health Plan immediately prior to Retirement
July 1, 2004, through June 30, 2005	To be eligible for retiree medical insurance, the Eligible Retiree must have at least two years of continuous participation in the Health Plan immediately prior to Retirement.
July 1, 2005, through June 30, 2006	To be eligible for retiree medical insurance, the Eligible Retiree must have at least three years of continuous participation in the Health Plan immediately prior to Retirement
July 1, 2006, through June 30, 2007	To be eligible for retiree medical insurance, the Eligible Retiree must have at least four years of continuous participation in the Health Plan immediately prior to Retirement.
July 1, 2007, through June 30, 2008	To be eligible for retiree medical insurance, the Eligible Retiree must have at least five years of continuous participation in the Health Plan immediately prior to Retirement.
July 1, 2008, and later	To be eligible for retiree medical insurance, the Eligible Retiree must have at least five years of continuous participation in the Health Plan immediately prior to Retirement.

For purposes of calculating years of continuous participation in the Health Plan, the same rules which are applicable for calculating whether the Eligible Employee has earned Years of Service will be applied.

#### DENTAL INSURANCE

~~Institution-University-~~paid dental coverage is provided for Eligible Retirees (but not dependents) meeting the specified age and service requirements for Retirement. Eligible Retirees will continue to be able to insure their eligible dependents by paying the premiums. Additional dental coverage through the State Health Plan is also available at retiree expense for Eligible Retirees or their dependents eligible for the State Health Plan.

## SURVIVING SPOUSE:

If the Eligible Retiree dies and he~~/or~~ she has a surviving spouse, such surviving spouse shall be eligible for continued coverage under the Health Plan as a "dependent" until the earlier of (i) the remarriage of surviving spouse, or (ii) the surviving spouse becomes eligible for other groups health insurance coverage. Once such coverage of the surviving spouse ceases, it may not be again provided under this Policy as a Benefit for such "surviving spouse."

A) Additional Benefits: Eligible Retirees, including Eligible Employees who otherwise meet the age and service requirements of this Policy but who are not Members of the TRS, are entitled to receive and participate in the additional Benefits.

1) Life Insurance Conversion: All life insurance ceases upon retirement. However, Eligible Retirees who apply within 31 days of retirement are entitled to convert to a whole life policy for coverage up to a percentage of the final life insurance amount by paying a premium which is based on the attained age.

a) Eligible Retirees less than age 62 may purchase up to 50% of the coverage in force at retirement to a maximum of \$60,000. The minimum amount which can be purchased is \$10,000.

b) Eligible Retirees age 62 to 65 may purchase 25% of their pre-retirement amount with a maximum of \$25,000 and a minimum of \$5,000.

c) Insurance may be continued to age 65 or whenever the Eligible Retiree becomes eligible for another group life policy, whichever is earlier.

d) Application for life insurance after age 65 must be made within sixty days after attaining age 65. Premium is due from the effective date of continuation. Insurance will be continuous from the first day of the month following date of retirement.

## PARKING

Eligible Retirees are entitled to fee-free parking permits enabling them to park in campus lots.

## ID CARDS

Eligible Retirees are issued identification cards which allow them to access various retirement Benefits.

## ATHLETIC TICKETS

Eligible Retirees who maintain residence in the State of Oklahoma are entitled to continue purchasing tickets to athletic events at reduced rates.

## LIBRARY

Eligible Retirees can use University Libraries after retirement.

## COURSE ENROLLMENT

Eligible Retirees may participate in University academic courses subject to the fee waiver rules applicable to active Eligible Employees.

## UNIVERSITY CLUB/FACULTY HOUSE

Eligibility for membership to the University Club or Faculty House remains for Eligible Retirees.

## EMPLOYEE SEMINARS/FUNCTIONS

Continued participation in employee seminars and functions is available for Eligible Retirees.

## RECREATIONAL FACILITIES

~~Institution~~ University-operated recreational facilities are available to Eligible Retirees on a fee-free basis. Some restrictions apply to golf privileges for those retiring on or after January 1, 1994.

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 3.3.1—VII PHASED RETIREMENT
 

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## GENERAL

This is a program which, with approval by the ~~Institution~~ University, may be made available to any Eligible Employee with 10 or more Years of Service and retired under TRS effective the month after the individual attains age 55. Benefits cease on the June 30<sup>th</sup> following age 65. Its objective is to provide decreasing teaching/work responsibilities as the Eligible Employee approaches full retirement while providing insurance and other benefits at attractive levels.

## APPLICATION

An individual who wishes to participate in Phased Retirement will be required to sign an agreement acknowledging the terms of the Phased Retirement. The agreement also will be signed by Chair/Account Sponsor of the paying account(s) and will include the negotiated "full-time equivalent" ("FTE") and rate for the first and each ensuing year of the Phased Retirement. It will detail if and when the individual would be eligible to retire if he/she did not continue through the entire phasing.

## BENEFITS

Effective Year	Maximum that may be Negotiated		
	FTE*	Salary*	TIAA
First Year	90%	90%	100%
Second Year	85%	85%	100%
Third Year	80%	80%	100%
Fourth Year	75%	75%	100%
Fifth Year	70%	70%	100%
Sixth Year	70%	70%	100%
Seventh Year	70%	70%	100%
Eighth Year	50%	50%	100%
Ninth Year	40%	40%	80%
Tenth Year	30%	30%	60%

\*Notes: ~~A person~~ An employee can enter the matrix at the beginning of any month after becoming eligible and attaining age 55. The FTE and the salary for the years indicated above are the maximums authorized for these respective years and are to be the results of the negotiation between Eligible Employee and the Account Sponsor or Committee "A" concerned and will be reflected in the Phased Retirement agreement. Under no circumstances will Phased Retirement be continued beyond June 30<sup>th</sup> of the fiscal year in which the Member attains age 65. In the event of withdrawal from Phased Retirement, no Benefits would be available unless the individual has attained age 62 or has 25 Years of Service, or is eligible for Disability Benefits. Whenever FTE/Salary drops below 75% FTE, TRS credit for each subsequent Year of Service will be proportional to the FTE so long as FTE remains at 50% or higher.

## SALARY

For the purpose of Phased Retirement, the percentage is applied against the individual's last annual appointed base salary prior to entering the Phased Retirement as adjusted by the average salary increase for the Eligible Employee since phasing began. Actual salary based upon merit considerations may exceed the appointed base salary, except that any additional salary increment above that described in the table above will not be considered for computation of Benefits.

## LIFE INSURANCE

Sooner Credits under the University of Oklahoma Sooner Options Plan will be provided in an amount equal to 1.5 times last annual appointed base salary prior to entering Phased Retirement rounded to nearest thousand.

## HEALTH AND DENTAL INSURANCE

Full Sooner Credits, regardless of FTE will be provided by the ~~Institution~~ University. If the individual is enrolled in the HMO, Sooner Credits up to the amount required for the primary health program will be provided by the ~~Institution~~ University.

## AD&amp;D INSURANCE

Sooner Credits will be provided for \$ 20,000 of AD &D Insurance coverage.

## DEFINED CONTRIBUTION PLAN:

Percentage is percent of the final full worked year preceding the calendar year in which the Eligible Employee enters Phased Retirement. The Defined Contribution Plan contribution is made for the individual; (adjusted by the average percent increase given the Eligible Employee since the individual began Phased Retirement). See Defined Contribution Plan for details of Defined Contribution Plan contribution during Phased Retirement.

~~LTD~~LONG-TERM DISABILITY:

Salary continuance insurance upon occurrence of long-term disability, if elected, will be at the rate actually being paid, not to exceed policy limitations.

PAID LEAVE AND ~~SHORT-TERM DISABILITY~~ EXTENDED SICK LEAVE BENEFITS:

The accrual rate will be based on the appointed FTE. However, eligibility for maximum paid leave accumulation will not be reduced as a result of entering into this Policy. ~~An~~ Eligible Retiree participating in the Phased Retirement will remain eligible and entitled to the ~~Institution's~~ University's short-term disability-extended sick leave benefits.

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**VIII. RETURNING TO EMPLOYMENT**

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**POLICY:**

Based on needs of the ~~Institution~~ University, Eligible Retirees may be appointed without affecting their ~~Institution~~ University retired status. However, these individuals should familiarize themselves with the earnings constraints of both Social Security and TRS which could adversely impact monetary benefits payable from these authorities. Also TRS requires a 60-day waiting period before a retiree can accept employment with a State educational institution.

**BENEFITS:**

Those Eligible Retirees who elect to return to employment with the ~~Institution~~ University will be provided the option to (i) be eligible for those benefits which are provided to other similarly situated or classified employees of the ~~Institution~~ University and such benefits will be determined in accordance with the terms of the applicable benefit plans, programs and arrangements, or (ii) continue the Benefits under this ~~P~~policy and will not be eligible for the benefits described in (i) above. This election by the Eligible Retiree is irrevocable and must be made in writing prior to commencement of reemployment with the ~~Institution~~ University.

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**IX. AMENDMENTS AND TERMINATIONS**

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The ~~Institution~~ University reserves the right to amend, modify, or terminate this ~~P~~policy at any time; any such amendment and modification may affect Benefits which have been earned or will be earned in the future. Any Eligible Employee who elects to receive the Benefits or who is covered by this ~~P~~policy agrees that as a condition for such participation, the ~~Institution~~ University shall at all times retain such right to amend, modify, or terminate this Policy.

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**X. STANDARD OF REVIEW**

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The Policy Administrator (or such other party to whom duties of administration have been delegated by the Board of Regents) shall perform its duties of administration as it determines in its sole discretion is appropriate in light of the reason and purpose for which the ~~P~~policy is established and maintained. In particular, the interpretation of all ~~P~~policy provisions, and the determination of whether an Eligible Employee is entitled to any benefit pursuant to the terms of the ~~P~~policy, shall be exercised by the Policy Administrator (or other party referred to above) in its sole discretion. Any construction of the terms of the ~~P~~policy for which there is a rational basis that is adopted by the Policy Administrator (or other party referred to above) in good faith shall be final and legally binding on all parties.

*Claims and Review Procedures***If a Claim is Denied.**

If for any reason a claim for benefits is denied, normally within 90 days, the Eligible Employee will receive a written notice containing:

- The reason(s) why the claim, or a portion of it, was denied;
- Reference to Policy provisions on which the denial was based;
- What additional information, if any, is required to process the claim and why the information is necessary; and
- What steps may be taken if the Eligible Employee wants to appeal the decision.

In many cases, disagreement about benefit eligibility or amounts can be handled informally by calling the University's Benefits Office. If a disagreement is not resolved, there is a formal procedure the Eligible Employee can follow to have his/her claim reconsidered.

Under the agreements creating the terms of the Policy, the ~~Institution~~ University has sole authority to make final determinations regarding any application for Benefits, the interpretation of the Policy, and any administrative rules adopted by the ~~Institution~~ University. Benefits under this Policy will be paid only if and when the ~~Institution~~ University or persons to whom such decision-making authority has been delegated by the ~~Institution~~ University, in their sole discretion, decide the Eligible Employee or beneficiary is entitled to Benefits under the terms of the Policy. The ~~Institution's~~ University decisions in such matters are final and binding on all persons dealing with the Policy or claiming a Benefit from the Policy. If a decision is challenged in court, it is the intention of the ~~Institution~~ University that the decision is to be upheld unless it is determined to be arbitrary or capricious by the court or an arbitrator having jurisdiction over such matters.

*Appeal of Denied Claim.*

The Eligible Employee may ask the Policy Administrator to review decisions involving requests for claims for Benefits. Depending on the nature of the particular appeal, some or all of the following three levels of review will be available to the Eligible Employee:

- Level 1: Administrative Review
- Level 2: Director of the Office of Human Resources Review
- Level 3: Claims Appeal Committee

To request any level of review, Eligible Employee may contact the Policy Administrator, who will be the final initial contact and is primarily responsible for the overall review process. Send requests to:<sup>26</sup>

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<sup>26</sup> No HSC contact?



**Director of the Office of Human Resources<sup>37</sup>**  
**905 Asp Avenue, Room 225**  
**Norman, Oklahoma 73019**

The notices and decision letters will contain the name, title, address, telephone number, and fax number of the person who is responsible for processing the Eligible Employee's particular request for review. The Eligible Employee should contact that person with any questions regarding review.

If the Eligible Employee decides to file an appeal, he~~or~~ she must give the person who will be responsible for processing the appeal any material justification or documentation for the appeal at the time the appeal is filed. The Eligible Employee must also give that person the address and phone number where the Eligible Employee can be contacted.

#### **Level 1: Administrative Review**

Within 60 days after the Eligible Employee receives notice of a claim denial, or if the Eligible Employee disagrees with a determination under the Policy, the Eligible Employee may make a written request for an Administrative Review. The Eligible Employee must submit his/her written request to:

**Director of the Office of Human Resources**  
**905 Asp Avenue, Room 225**  
**Norman, Oklahoma 73019**

The written request should state the reason why the claim should be reconsidered and include copies of any relevant documentation, including related background information, that the claimant feels justifies a reversal of the claim denial. The Eligible Employee may also request an inspection of designated, pertinent documents on file related to the claim.

The Policy Administrator will review the request and provide ~~you~~ the Eligible Employee with a written determination within 60 days. If the claim denial is reversed, the Policy Administrator will authorize payment of ~~you~~ the claim. If the claim is again denied, the Eligible Employee will receive a written notice containing:

- The reason(s) why the claim, or a portion of it, was denied;
- Reference to Policy provisions on which the denial was based;
- What additional information, if any, is required; and
- What steps may be taken if ~~you~~ the Eligible Employee wants to proceed to a Level 2 appeal.

#### **Level 2: Director of the Office of Human Resources Review**

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<sup>37</sup> No HSC contact?

Within 30 days after the Eligible Employee receives notice of a Level 1 claim denial, the Eligible Employee may make a written request for a Level 2 Director of the Office of Human Resources Review. The Eligible Employee must submit a written request, as appropriate to:<sup>38</sup>

**Director of the Office of Human Resources**  
**905 Asp Avenue, Room 225**  
**Norman, Oklahoma 73019**

The written request should state the reason why the claim should be reconsidered and include copies of any relevant documentation, including related background information.

The Director or designee will review the request within 20 days. The Eligible Employee will be notified if more information is necessary. The Eligible Employee will receive confirmation of the decision within 10 days of the review. The Director may affirm or reverse the decision of the Administrative Review, or the Director may issue a “no action” letter, which is without prejudice to either party. If the Eligible Employee receives a “no action” letter, he/she should proceed by requesting a Level 3 review.

- If the claim denial is reversed, the Director will authorize payment of the claim.
- If the claim is again denied, the Eligible Employee may proceed to a Level 3 review.

### **Level 3: Claims Appeal Committee Review**

Within 45 days of the Level 2 decision (including a determination of “no action”) by the Director of the Office of Human Resources, the Eligible Employee may make a written request for a Level 3 Claims Appeal Committee Review. The Eligible Employee’s request should be submitted to the Office of Human Resources.

The University’s Claims Appeal Committee consists of ~~two~~ the ~~two~~ Vice ~~Presidents~~ for Administrative Affairs or their designees.

A request ~~of~~ for a Level 3 appeal must be made within 45 days of ~~mailing~~ postmark of the Level 2 decision.

The hearing before the University’s Claims Appeal Committee to review the denial will be held within 30 days after the receipt of a written appeal, unless special circumstances require an extension of time, in which case a decision shall be made no later than 90 days after receipt of the appeal. The hearing is informal and the ~~claimant~~ Eligible Employee is entitled to have a representative present at his/her own expense.

As Amended March 8 and May 20, 1984; May 8 and December 11, 1986; January 1, 1988; June 13, 1991; August 10, 1994; September 18, 1998; January 1, 2001; September 11, 2001; May 10, 2002.

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<sup>38</sup> HSC contact information?

3.3.12—RETIREES ASSOCIATION<sup>39</sup>

A University of Oklahoma Retirees Association was established in 1991. The Association ~~will function~~ for the benefit of the University and for the retired faculty and staff comprising its membership. Activities ~~will include, but are not be limited to, assisting~~ ~~and~~ in fulfilling University goals and objectives, ~~assisting~~ ~~and~~ in fund raising and student recruiting activities, providing informational and social opportunities for retirees, participating in appropriate University organizations, and providing such other services as may be requested by the University or the Association membership. It ~~will~~ shall not function as a lobbying organization for the sole benefit of its members.

All persons meeting the University's policy requirements for retirement from active service are eligible for membership.

The President of the University is authorized to approve changes in the Constitution and Bylaws of the Association that do not change the purpose or role of the Association. (RM, 3-7-91, p. 22258, edited)

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<sup>39</sup> Doesn't seem to be a policy.

## 3.4—PUBLIC RELATIONS POLICIES

### 3.4.1—PUBLICATIONS AND PROMOTIONAL MATERIALS POLICY

In order for all publications and promotional materials representing ~~the~~ University of Oklahoma to convey a consistent and accurate message and image, externally disseminated publications will be reviewed by ~~the appropriate~~ the Division of Public Affairs or the designated publications office. Guidelines for the policy are maintained by the Division of Public Affairs. ~~The publications office will review materials based upon the guidelines contained in this policy.~~

Publications to be reviewed are:

- ~~• Newsletters and magazines, especially those for distribution to alumni, prospective students and general audiences (scholarly journals would be exempt)~~
- ~~• Academic bulletins and departmental brochures~~
- ~~• Recruitment materials for students and faculty~~
- ~~• Conference brochures and programs~~
- ~~• Covers, folders and invitations for special events~~
- ~~• Posters~~
- ~~• Videotapes, audiotapes, CD-Roms, billboards and other collateral materials~~

(RM, 4-4-91, p. 22307, edited; 3-29-00, p. 26909; revised date, page)

### 3.4.2—ADVERTISING AND PROMOTION

The University will never knowingly accept or allow advertising that does not conform to industry standards and University guidelines. The University also adheres to specific guidelines in regard to alcoholic beverage advertising. This policy applies to all advertising and promotion in whatever format. Examples are books, brochures, posters, programs, directories, newspapers, signs, radio and television, videotape and audiotape, and electronically ~~computer~~ generated programming. Signs include those at the athletic facilities, on CART vehicles, and in other locations. This policy also applies to all events and activities organized by or sponsored by University departments or registered student organizations.

The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of all advertising and promotion policy. The specific provisions proscribing the Advertising and Promotion Policy are set forth in the Student Code of Conduct. The specific provisions proscribing all aspects of the policy are maintained by the Division of Public Affairs and are set forth in the Student Code of Conduct. Any modification to this policy in the student code must be made through action of the Board of Regents.

(The text below appears in the Norman Campus and Health Science Center Faculty Handbooks)

The University ~~will strive to ensure that the advertising in its publications may reject any advertising which, in its sole discretion, does not, or appears not to:~~

*(Note: ~~We may add language pertaining to sports gambling)~~*

- Serves the public with honest values.
- Tells the truth about what is offered.
- Makes good as promised on any guarantee offered.
- Promotes and sells merchandise on its merits and refrains from reflecting unfairly upon competitors, their products, services, or methods of doing business.
- Supports claims made for the product or service within the advertisement.
- ~~Is~~ Be made available to all members of a class of advertisers.
- ~~Will only allow testimonials by competent witnesses who are~~ Be sincere and honest in what ~~they say~~ is said about the product or service.
- Avoids tricky devices and schemes such as deceit, fictitious list prices, bait advertising, misleading free offers, and fake sales.

The University will not accept any advertising which, in its sole discretion:

- ~~Advertising cannot that d~~ Discriminates on the basis of race, color, religion, national origin, sex (unless sex is a bona fide occupational qualification), age, disability, political beliefs, or status as a veteran.
- ~~Advertising which e~~ Encourages students at the University to purchase reports and/or research material done by others ~~is not acceptable~~.
- ~~Advertising which r~~ Requires the reader to send money to obtain further information on the product ~~is not acceptable~~.
- ~~Advertising Is~~ Is deemed offensive or in poor taste ~~is not acceptable. This may include including~~, but ~~is~~ not limited to, advertisements derogatory to individuals or a group of people.
- ~~Any a~~ Advertising Is of a political nature ~~should~~ which does not carry the words 'paid advertisement' somewhere in the message.
- ~~Advertising Is for P~~ Products which encourage violation of city, state, or federal laws and regulations, ~~are not acceptable~~.

- ~~Two local references for advertisements~~ Advertising for products or service of a "questionable" nature ~~will be required without local references~~. This includes, but is not limited to, masseurs and masseuses, dating services, escort services, models, pregnancy referral, adoption services, and "get rich quick" promotions.
- ~~The reproduction of Advertising~~ Reproducing U.S. currency is allowed unless in black and white only and ~~a bill~~ the currency must be reduced to no more than 75% of its original size or enlarged to at least 150%.

Use of the University's Seal is prohibited except in the promotion of the University's academic programs. However, the University logo and other trademarked symbols may be used to promote non-University sponsored activities and products for which a license agreement exists.

~~The University logo and other trademarked symbols can be used to promote non-University sponsored activities and products for which a royalty agreement exists.~~

With the exception of University programs, promotional copy and layout ~~cannot~~ may not make it appear that the University endorses the product or use of the product.

#### ALCOHOLIC BEVERAGE ADVERTISING:

Recognizing the dangers of alcohol abuse in connection with malicious destruction of property, motor vehicle accidents, and personal welfare, the University has adopted the following guidelines regarding the promotion of alcoholic beverages: Advertisements:

- Will not use the University logo and other trademarked symbols except when used to inform and educate individuals about the dangers of alcohol abuse.
- Will not portray drinking as a solution to personal or academic problems.
- Will not encourage any form of alcohol abuse. This includes but is not limited to drown nights, all-you-can-drink, drinking contests, and happy hours for beer or alcoholic beverages.
- Will not associate the consumption of beer or alcohol with the performance of tasks that require skilled reactions.
- Will state the legal purchase age in promotions for the retail purchase of beer or alcoholic beverages.

#### IN ADDITION,

- University personnel involved with promoters/advertisers will encourage them to include responsible use of alcohol statements in their promotions.
- University departments ~~will~~ shall not ~~be allowed to~~ use beer, liquor, or tobacco products in their advertisements or promotions.

#### SIGNAGE ADVERTISEMENTS:

In addition, the following specific policy applies to all signs including, but not limited to, athletic facilities, CART vehicles, and other campus locations:

Advertising within confined areas of the University including, but not limited to, the Oklahoma Memorial Stadium, the Lloyd Noble Center, the L. Dale Mitchell Baseball Park, and CART vehicles is permitted within the following guidelines:

- ~~The~~ University reserves the right to approve through the Office of the President all advertisers and advertising copy and categorically excludes beer, liquor, and tobacco products.
- Any granted advertising rights are not to prohibit the University from using the sign or scoreboard to promote University-related activities.
- Advertising time on any message center may be limited as deemed appropriate by the University.
- Advertising on University bulletin boards is permitted within the following guidelines:

~~As stipulated in The University of Oklahoma Student Code, a~~All advertising, promotional, or informational material for ~~campus~~University-related programs and activities or private companies on University campuses is restricted to outside permanent bulletin boards unless there is prior<sup>40</sup> written approval of the Office of Student Affairs, Office of the Vice President for Administrative Affairs, or Office of the Senior Vice President and Provost.

~~The University will never knowingly accept or allow advertising which does not conform to these standards. (RM, 1-13-83, pp. 17355-6; 11-8-84, p. 18192; 12-8-88, p. 20808; 4-6-89, pp. 20995-8; 3-29-00, p. 26909) (End Norman Campus and Health Science Center text)~~

### 3.4.3—ADVERTISING AND EDUCATIONAL INFORMATION ENDORSEMENT PROHIBITED

~~The University does not endorse any commercial product, program, enterprise, or idea. Under certain circumstances the University's name or symbols may be used in connection with advertising or promotional materials. Permission and approval of copy must be obtained in writing prior to publication or broadcast. Requests for approval should be submitted to the Vice President for Public Affairs.~~

### 3.4.4—PURCHASING ADVERTISING

The University from time to time may wish to reach a certain public by purchasing advertising in the media. The material contained in this advertising may include, among other

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<sup>40</sup> Written?

things, matters related to increasing enrollments in regular or extension courses; promotional advertising, or informational material related to specific policies, projects, events, institutes, departments; and curricula. With the exception of employment advertising, no contracts for advertising should be entered into and no oral or written commitments should be made by any University employee without the prior written approval of the Vice President for Public Affairs or his/her authorized designee. Advance written approval of all layouts or copy must be obtained as previously indicated.

### 3.4.5—UNIVERSITY NAME, ~~SEAL~~, LOGOS, OTHER IDENTIFYING MARKS, ~~SEAL~~, AND COAT OF ARMS

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#### UNIVERSITY NAME, LOGOS, AND OTHER IDENTIFYING MARKS, AND SEAL

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##### A. NON-COMMERCIAL USE

- University-related organizations, foundations, and alumni associations, and groups are shall required to obtain the written approval of the Vice President for Public Affairs before using the name of the University; or logos of the University; or and other identifying marks, which are registered by the University. The policy applies to letters of solicitation, promotional items, and other uses of the University name, and logos, and other identifying marks. Such uses may not state or imply, directly or indirectly, that the products or services of or activities sponsored by such University-related entities are endorsed, sponsored, or that would potentially lead one to believe that the activity sponsored by the organization, foundation and/or alumni associations is connected with the University and has been approved by the University. (RM, 1-23-91, p. 22207; 3-29-00, p. 26909)
- All internal University departments or divisions shall obtain the prior written approval of the Vice President for Public Affairs before using the name of the University or logos or other identifying marks that are registered by the University for matters other than official University business.

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#### SEAL

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##### B. COMMERCIAL USE

- The University Seal is reserved for official uses, as in the publications of the institution, its certificates, diplomas and legal documents, and printed materials used in conjunction with official functions of the University. For non-commercial uses of the OU Seal, appropriate authorization is granted from the Vice President for Public Affairs. In addition, the OU Seal and other registered The University's name or logos and other identifying marks registered by the marks of the University may be used by the University and/or for commercial uses purposes provided appropriate authorization is granted from by the University's commercial licensing agent, the Collegiate Licensing Co. of Atlanta, GA., which works on behalf of OU's Licensing and Marketing in the Athletics Department, under the g Guidelines that the for such



~~use thereof is not stipulate that~~ The use must not be disparaging, ~~and does must not~~ constitute false representation as to sponsorship, affiliation, or conventions and ~~contravene~~ public morals and decency, ~~and does must not or~~ reflect unfavorably on the University.

- The above notwithstanding, any use of the University Seal, any entity wishing to use the University Seal must have the prior written approval of the Vice President for Public Affairs. Provided, however, the University of Oklahoma Alumni Association is authorized to imprint the Seal on "OU chairs." (RM, 6-25-70, pp. 10383-84, edited; 6-27-95, p. 24460; 3-5-97, p. 25119)

#### COAT OF ARMS

There is authorized for general use a University Coat of Arms, which shall serve as the emblem of the University in lieu of the official University Seal. (RM, 4-9-52, p. 4306, edited)

#### UNIVERSITY NAME, LOGOS, OTHER IDENTIFYING MARKS

~~University related organizations, foundations and alumni associations and groups are required to obtain the written approval of the Vice President for University Affairs before using the name of the University, logos of the University, or other identifying marks. This policy applies to letters of solicitation, promotional items, and other use of the University name and logos that would potentially lead one to believe that the activity sponsored by the organization, foundation and/or alumni associations is connected with the University and has been approved by the University. (RM, 1-23-91, p. 22207; 3-29-00, p. 26909)~~

#### 3.4.6—OFFICIAL UNIVERSITY JEWELRY

~~Official OU University graduation rings, adopted in 1999 and other jewelry for the students and alumni of the University of Oklahoma is shall be produced exclusively by Josten's a designated vendor. The sale of this such rings is limited to students who have completed a minimum of 72 hours and are in good standing with the University and to alumni.~~

~~Other University jewelry can may be produced and sold if its design and production has meets the University's criteria and standards, and the vendor has been approved as a licensee is so licensed. shall bear the exact University name and the seal or coat of arms designated for use thereon. The balance of the ring or jewelry design, other than the features listed above, shall consist of appropriate symbols of the University~~

~~The sale of these rings or jewelry shall be limited to alumni and students of such academic standing as designated by the University and may be sold through any individual, firm or organization complying to this regulation. Any regularly established, recognized commercial jewelry company may manufacture and sell official graduation rings or jewelry by complying to the above stipulations. (RM, 10-8-58, p. 6125; RM, date, page)~~

## 3.5—LEGAL AND COMPLIANCE ISSUES

### 3.5.1—UNIVERSITY OF OKLAHOMA COMPLIANCE AND QUALITY IMPROVEMENT PROGRAM

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#### 1—ADOPTION OF COMPLIANCE AND QUALITY IMPROVEMENT PROGRAM

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##### 1.1—PURPOSE OF THE PROGRAM

The University of Oklahoma (the "University") is committed to the highest standards of ethics, honesty, and integrity and to compliance with all applicable laws and regulations. The purpose of this Compliance and Quality Improvement Program (the "Program") is to call the attention of persons associated with the University to some of the laws and regulations applicable to academic institutions. The Program is intended to (a) promote legal and ethical behavior in the academic context and (b) prevent and detect violations of law. The Program is intended to provide for more effective and efficient compliance efforts and oversight.

##### 1.2—ACTION BY BOARD OF REGENTS

~~This Program was adopted on the 30th day of January, 2002 by resolution of the University's Board of Regents (the "Board").~~

##### 1.3—PRE-EXISTING STANDARDS AND PROCEDURES

In addition to this ~~Compliance and Quality Improvement document~~ Program, the University has established and maintains various practices, policies, and procedures which are incorporated into the Program. This Program does not supersede or diminish any other policy or program of the University that, in whole or in part, also addresses compliance issues, unless such other policies or programs are inconsistent with this Program.

##### 1.4—COMPLIANCE WITH OTHER LAWS

University employees are required to comply with all applicable laws and regulations, whether or not specifically addressed in the Program. The standards of conduct set forth in this Program cannot cover every legal situation. It is the responsibility of each University employee to act honestly and with integrity in all dealings and to seek appropriate guidance when necessary.

##### 1.5—MODIFICATION OF THE PROGRAM

~~This Program, and any attachments hereto,~~ will be periodically updated or otherwise modified by the Board of Regents as necessary. In addition to this document, the University will periodically distribute memoranda or other policies, which supplement the Program.

##### 1.6—GENERAL APPLICATION

This Program applies to all University colleges, departments, and employees that:

- submit claims for reimbursement of medical services;

- perform human and/or animal research; and/or
- handle or work with or around hazardous, controlled substances, and/or radioactive materials.

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## 2—DUTIES OF UNIVERSITY LEADERSHIP<sup>41</sup>

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### 2.1—BOARD OF REGENTS

The Board of Regents has the responsibility for (a) implementing; and (b) overseeing the Program and related compliance activities. Functions of the Board of Regents will include, but are not be limited to the following:

- 1) Authorizing ~~for~~ the University to implement the Program.
- 2) Approving ~~of~~ the structure for management oversight and reporting of compliance activities.
- 3) Reviewing ~~of~~ periodic reports concerning the Program and compliance activities.
- 4) Reviewing ~~of~~ any special reports on any compliance activity.

### 2.2—UNIVERSITY OFFICERS AND OTHER MANAGEMENT PERSONNEL

~~The Director of Compliance must have the support of all University officers, Department chairs and other management personnel to effectively implement and manage the Program. Employees in leadership positions—University officers and directors must pay special attention to the laws and regulations applicable to his/her their colleges or departments and should promptly bring areas of concern to the attention of the Director of Compliance.~~

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## 3—OFFICE OF COMPLIANCE

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### 3.1—GENERAL PURPOSE

The University's Office of Compliance, under the direction of the Director of Compliance, is responsible for overseeing, monitoring, and assisting the University in its efforts to (i) raise awareness regarding legal and ethical issues; (ii) improve compliance training and quality improvement and review functions; and (iii) ensure adherence to the highest standards of conduct.

### 3.2—SPECIFIC PURPOSES

In addition to the general purpose stated above, the Office of Compliance will coordinate the University's efforts to:

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<sup>41</sup> Suggest this 2.1 be omitted.

- 1) inform applicable University employees about the Standards of Conduct and Improvement;
- 2) implement and conduct training programs where needed; and/or monitor existing training programs;
- 3) perform and/or arrange periodic compliance/quality improvement reviews;
- 4) conduct investigations of compliance complaints in coordination with the applicable University department and/or officer;
- 5) maintain a reporting and question hotline for compliance matters;
- 6) serve as a resource to the University on matters of compliance;
- 7) assist with the correction of compliance concerns; and
- 8) draft and implement, in coordination with the applicable department, any necessary policies and procedures.

### 3.3—STRUCTURE

The Office of Compliance will report to the University's General Counsel. However, ~~if time sensitive,~~ the Director of Compliance may present time sensitive compliance issues or concerns directly to the President of the University or the Board of Regents ~~in the event the General Counsel does not respond to such issues or concerns in a timely manner.~~

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## 4—DIRECTOR OF COMPLIANCE

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### 4.31—APPOINTMENT

The Program ~~will be~~ is overseen by a Director of Compliance. ~~The specific duties of the Director of Compliance are set forth in Section 4.3.~~

### 4.2—SELECTION CRITERIA<sup>42</sup>

The Director of Compliance ~~will oversee~~ and monitor the University's compliance activities. The day-to-day decisions related to the Program will be made by the Director of Compliance. The Director of Compliance will coordinate the Program and identify and build on existing University policies and procedures. The Director of Compliance should be an individual who has the following characteristics:

- 1) High integrity and a thorough understanding of the operations of the University.
- 2) Effective analytical skills required to direct regulatory monitoring.

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<sup>42</sup>This seems better suited for the Handbooks. Omit?

- 3) Effective public speaking skills and the ability to articulate complex regulatory information in understandable terms.
- 4) Effective interpersonal skills required to work with University officers and employees as well as third party vendors and government representatives.
- 5) Effective organizational and planning skills as well as the ability to handle multiple tasks simultaneously.
- 6) Effective writing skills.
- 7) Thorough understanding of the laws and regulations which apply to the areas covered by this Program, and the ability to identify the legal issues and refer them to the Office of Legal Counsel.

#### 4.3— RESPONSIBILITIES OF THE DIRECTOR OF COMPLIANCE<sup>43</sup>

It is the responsibility of the Director of Compliance to ensure that the Program is implemented and monitored. Coordination and communication are key functions of the Director of Compliance. It is not the duty of the Director of Compliance to perform all compliance related tasks. Rather, the role of the Director of Compliance is to coordinate compliance activities. The Director of Compliance will have authority to review documents and records relevant to compliance activity. The duties of the Director of Compliance will include, but not be limited to, the following activities:

- 1) Oversee implementation of the Program in all areas designated by the Board of Regents and President pursuant to the time line established in consultation with the General Office of Legal Counsel.
- 2) Work with University officers, Department chairs, and employees to prevent, detect, and respond appropriately to compliance issues.
- 3) Identify University functions and routine business practices and activities requiring compliance training and monitoring.
- 4) Establish procedures to make available the appropriate portions of this Program and any amendments thereto to all affected University employees.
- 5) Establish a reporting system with University employees who have compliance responsibilities.
- 6) Serve as a resource for the University on matters of compliance.
- 7) Perform routine, periodic compliance reviews, or arrange for such reviews, of high-risk areas.

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<sup>43</sup> Not a policy. Omit.

- 8) Monitor, (in conjunction with the Office of Legal Counsel,) developments and changes in statutes, court rulings, rules, and regulations that affect compliance requirements; bring them to the attention of the appropriate officers and employees; and assist with remedial activities when appropriate.
- 9) Make recommendations, as needed, to University departments regarding their compliance efforts.
- 10) Implement systems to ensure that all University employees are adequately informed of their responsibilities under the Program.
- 11) Establish a 24-hour-a-day hotline through which University employees can make anonymous and confidential reports and inquiries.
- 12) Maintain records related to the Program.
- 13) Review and periodically propose revisions to the Program to meet changes in the University's needs and in the business and regulatory environment.
- 14) Submit periodic reports to the ~~General~~ Office of Legal Counsel regarding compliance activities.
- 15) Conduct investigations in coordination with the applicable department or University officer as needed and act on compliance related matters. The Director of Compliance will notify the appropriate University officer, in addition to the ~~General~~ Office of Legal Counsel, prior to initiating any investigation.
- 16) Monitor and respond to any questions, ~~concerns~~ concerns, and reports of possible violations reported through any means.
- 17) Hire or retain, with the approval of the General Counsel and President and in a manner that is consistent with University policies, any employees or independent contractors necessary to implement the Program and perform the compliance review and training functions.

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#### 5—COMPLIANCE ADVISORY COMMITTEE

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##### 5.1 ESTABLISHMENT OF COMMITTEE

The University shall establish a Compliance Advisory Committee consisting of :~~The members of the Advisory Committee will be:~~ (i) the Senior Vice President and Provost - Norman Campus; (ii) the Senior Vice President and Provost - Health Sciences Center; (iii) the Vice President for Health Affairs and Associate Provost - Health Sciences Center; (iv) the Vice President for Research - Norman Campus; (v) the Vice President for Research - Health Sciences Center; (vi) the Associate Vice President for Clinical Research; (vii) the Vice Presidents for Administrative Affairs; and (viii) and any other University employees designated from time to time by the General Counsel.

## 5.2 PURPOSE OF COMMITTEE

The Compliance Advisory Committee will meet on a periodic basis to (i) provide advice and assistance to the Director of Compliance; (ii) discuss matters of policy applicable to the areas covered by the Program and (iii) receive reports from the Director of Compliance regarding the activities of the Office of Compliance and developments regarding compliance issues.

The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of the University's Program on Compliance and Quality Improvement. The specific provisions proscribing all aspects of the policy, and structure of the program are set forth in the Faculty Handbook and Staff Handbook. Any modification to a Regent's policy in these Handbooks must be made through action of the Board of Regents.  
(The text below appears in the Norman Campus and Health Science Center Faculty Handbook)

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## 6—STANDARDS OF CONDUCT<sup>44</sup>

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### 6.1—INTRODUCTION

The Standards of Conduct ("Standards") ~~are~~ is a non-exclusive compilation of guidelines regarding ethical and legal standards that all University employees are expected to follow when performing services for or on behalf of the University that are related to the areas covered by this Program. The Standards ~~will~~ shall be ~~made~~ made available to all University employees in the Office of Compliance and on the University's website ~~under the section dedicated to the Office of Compliance.~~

### 6.2—HIRING AND RETENTION

The University will not hire or retain as an employee, independent contractor, or agent, ~~a~~ any health care professional it knows to have been convicted of a criminal offense related to health care or who is debarred by the General Services Administration or is excluded, or otherwise ineligible for participation in Federal Health Care Programs. ~~All health care professionals seeking employment and/or credentials will be required to provide information concerning: (a) criminal convictions; (b) exclusions from any Federal Health Care Program; and (c) sanctions by any Federal Health Care Program. Each College providing health care services will do a criminal background check in accordance with University procedures and applicable laws, an OIG Cumulative Sanctions check and a reference check prior to a decision to offer employment or credentials to a health care professional.~~ When credentialing physicians, the College of Medicine, Oklahoma City and Tulsa, will consult the National Practitioner Data Bank as well.

## 6.3—CODING AND BILLING STANDARDS AND PROCEDURES

### 6.3.1—BILLING IN GENERAL

Honesty and accuracy in billing and in the making of claims for payment by a Federal Health Care Program, or payment by any third party payer, is vital. Each health care professional

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<sup>44</sup> This does not need to be in the Regent's Manual (pp 252-261). Better suited for Handbooks.

employed by the University is expected to monitor compliance with applicable billing rules. No University employee shall submit, authorize, or sign a false claim for reimbursement in violation of applicable laws and regulations. Claims for the provision of services and/or supplies should ~~only~~ be submitted only by the University department or college that generated the charges unless an alternative billing arrangement has been approved by the Director of Compliance and the Vice President for Health Affairs and Associate Provost - Health Sciences Center.

### 6.3.2—BILLING AND CODING

~~Specifies~~ University employed health care professionals will refrain from any of the following practices and work to identify and correct instances in which mistakes have occurred in the following areas:

- 1) Billing for items or services not rendered or not provided as ~~claimed~~ billed;
- 2) Submitting claims for equipment, medical supplies, and services that are not reasonable and necessary;
- 3) Double billing resulting in duplicate payment;
- 4) Billing for non-covered services as if covered;
- 5) Knowingly misusing provider identification numbers, resulting in improper billing;
- 6) Unbundling (billing for each component of the service instead of billing or using an all-inclusive code);
- 7) Failure to properly use coding modifiers;
- 8) Falsely indicating that a particular health care professional attended a procedure ~~or that services were otherwise rendered in a manner they were not.~~<sup>45</sup>
- 9) Clustering (billing all patients using a few middle levels of service codes, under the assumption that it will average out to the appropriate level of reimbursement);
- 10) Failing to refund credit balances; and
- 11) Upcoding the level of service provided.

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<sup>45</sup> See (1) above. Repeat?



## 6.3.3.—BILLING TO RECEIVE DENIAL

A University department or college may bill Medicare in order to receive a denial for services, but only if the denial is needed for reimbursement from a secondary payer. The Medicare claim submission should indicate that the claim is being submitted for the purpose of receiving a denial in order to bill a secondary insurance carrier.

## 6.3.4 WAIVER OF COPAYMENTS AND DEDUCTIBLES

University-employed health care professionals will not waive copayments or deductibles except to the extent consistent with applicable laws, regulations, and guidance issued by the Office of Inspector General. Permissible waivers may include, but are not necessarily limited to, waiver based on indigency and contractual write-offs and discounts.

## 6.3.5—BILLING AND CODING QUERIES.

Billing and coding staff shall be able to communicate with and receive communications from University-employed health care professionals at all times. Billing and coding staff will not submit claims for reimbursement until all coding questions have been satisfactorily answered and appropriate documentation has been submitted by the appropriate health care professional.

## 6.3.6—USE OF CONSULTANTS

From time to time, the University may retain consultants to provide reimbursement and/or coding assistance. Such consultants may not be paid on a percentage based upon the increase in reimbursement to the University or one of its departments or colleges (i.e., a contingent fee contract).

## 6.3.7—DOCUMENTATION

Claims for payment will be coded and billed based on the documentation contained in the patient's medical record. ~~University-University~~ University-employed health care professionals will appropriately document the services and supplies provided to, or the diagnosis and treatment of, each patient and will complete medical records in a timely manner. Medical record documentation must be complete and legible.

## 6.4—ANTI-KICKBACK STATUTE AND SELF-REFERRAL PROSCRIPTIONS

## 6.4.1—ANTI-KICKBACK STATUTE

No University-employed health care professional or ~~one of its University~~ departments or colleges may pay or accept a payment to induce the referral of a patient in violation of the ~~F~~federal or ~~S~~state Anti-~~K~~kickback ~~S~~statutes. No one acting on behalf of the University, or one of its departments or colleges, may offer gifts of more than nominal value, loans, rebates, services, or payment of any kind to a referral source or to a patient without consulting the Director of Compliance.

A number of safe harbor regulations have been adopted under the Federal Anti-Kickback Statute, ~~42 C.F.R. '1001.952~~. Analysis of an activity under the Anti-Kickback Statute and its safe harbors is complex and depends upon the specific facts and circumstances of each case. University employees should not make unilateral judgments on the availability of a safe harbor for a financial transaction, payment practice, discount, or other financial arrangement. Such situations must be brought to the attention of the Director of Compliance prior to implementation.

#### 6.4.2—SELF-REFERRAL PROSCRIPTION

The Physician Self-Referral Statute, more commonly known as "Stark II", prohibits a physician's referral of a patient for a designated health service to an entity with which the physician has a financial relationship unless an exception is met. Compensation and ownership relationships with physicians, including physician employment and independent contractor arrangements, must satisfy an exception to Stark II. Analysis of whether an exception is met depends upon a number of specific facts. University employees should not make a unilateral judgment on the availability of an exception. The responsibility for evaluating the availability of an exception lies with the University's ~~Office of Legal Counsel~~ Director of Compliance.

#### 6.4.3—PHYSICIAN RECRUITMENT

The recruitment and retention of physicians require special care to comply with applicable laws and regulations. Each recruitment package or commitment must be in writing and consistent with applicable laws and regulations. New or unique recruitment arrangements must comply with Board of Regents policy and must be reviewed by the Director of Compliance in consultation with the University's Office of Legal Counsel before a formal offer is made.

### 6.5—GIFTS AND GRATUITIES

#### 6.5.1—GIFTS FROM PATIENTS

University-employed health care professionals are prohibited from soliciting tips, personal gratuities, or gifts from patients and from accepting monetary tips or gratuities. Health care professionals may accept non-monetary gratuities and gifts of nominal value from patients. If a patient or another individual wishes to present a monetary gift, he/she should be referred to the University Development Office. When an employee receives a gift that violates this policy, the gift should be returned to the donor and reported to the Director of Compliance.

#### 6.5.2—GIFTS INFLUENCING DECISION-MAKING

University-employed health care professionals shall not accept gifts, favors, services, entertainment, or other things of value to the extent that decision-making or actions affecting such employee may be influenced. Gifts may be received by University-employed health care professionals when they are of ~~such limited nominal value that~~ and they could not reasonably be perceived as an attempt to affect the judgment of the recipient. For example, token promotional gratuities from suppliers, such as advertising novelties and food, are not prohibited under this policy. The offer or giving of money, services, or other things of value with the expectation of influencing the judgment or decision making process of any purchaser, supplier, customer,

government official, or other individual by University employee, department, or college is prohibited.

### 6.5.3 GIFTS TO REFERRAL SOURCES

Gifts of nominal value may be provided to a referral source if made without intent to induce a referral. If a gift is to be made to a referral source which will result in that individual receiving gifts valuing over \$300.00 in a calendar year, that gift must be approved in advance by the Director of Compliance. Cash gifts to referral sources are prohibited. Non-cash gifts are permissible only if made without regard to the volume of business received from the referral source. No University funds may be used to provide gifts to referral sources.

### 6.6—UNLAWFUL ADVERTISING

Neither the University, ~~nor one of its~~ the departments ~~or~~ and colleges of an employed health care professional will use the names, abbreviations, symbols, or emblems of the Social Security Administration, Center for Medicare Services (formerly the Health Care Financing Administration), Department of Health and Human Services, Medicare, Medicaid or any combination or variation of such words, abbreviations, symbols or emblems in a manner that conveys the ~~false~~ impression that the advertised item or service is endorsed by such government agencies.

### 6.7—CONFIDENTIALITY OF PATIENT INFORMATION

All University employees ~~shall have an obligation to conduct themselves in accordance with the principle of maintaining~~ the confidentiality of individually identifiable health information in accordance with the Health Insurance Portability And Accountability Act Privacy Regulations and all other applicable laws and regulations and to adhere to the University's policies and procedures implementing such laws and regulations.

### 6.8—ENVIRONMENTAL HEALTH AND SAFETY/RADIATION SAFETY

#### 6.8.1—WORKPLACE HEALTH AND SAFETY

The University wants all employees to work in a safe environment. All University employees must perform their jobs in compliance with all applicable institutional policies and ~~S~~state and ~~F~~federal laws and regulations relating to the protection of workers' safety. Employees must become familiar with the worker safety laws and regulations which apply to their jobs. Employees should seek advice regarding workplace safety and compliance issues from their supervisors or the Environmental Health and Safety Office. Each employee is responsible for advising the employee's supervisor or the Environmental Health and Safety Office of any serious situation presenting a danger of injury so that timely corrective action may be taken.

#### 6.8.2—PROTECTION OF THE WORK ENVIRONMENT

All University employees must manage and dispose of hazardous chemical, radioactive, and other wastes in a way that maximizes protection of human health and the work environment and is in accordance with all applicable local, ~~S~~state, and ~~F~~federal laws and regulations. All employees must be trained to perform their duties and conduct their activities in an

environmentally responsible manner in accordance with applicable laws, regulations, and University policies.

#### 6.9—RESEARCH

##### 6.9.1—PROTECTION OF HUMAN AND ANIMAL SUBJECTS.

The University is committed to dealing ethically with the human and animal subjects which participate in research projects conducted by University faculty, staff, and students or performed using University property. Employees involved in human subject or animal research must comply with all ~~F~~federal and ~~S~~state statutes and regulations governing regulating such research and must adhere to all University policies and procedures regarding research.

##### 6.9.2—RESEARCH FINANCIAL ISSUES

Research costs and budgets must be prepared and submitted accurately and in accordance with (i) generally accepted accounting principles, (ii) OMB Circular A-21 or (iii) the terms set forth in an industry-sponsored or government grant or contract, whichever is applicable, in addition to applicable statutes and regulations. Financial conflicts of interest will be reported in accordance with University policy.

##### 6.9.3—SCIENTIFIC MISCONDUCT

The University will not tolerate scientific misconduct which includes, but is not limited to: (i) plagiarism; (ii) falsification; (iii) fabrication; and (iv) other unethical scientific practices. Scientific misconduct is further defined in and governed by other University policies.

#### 6.10—EMPLOYEE RESPONSE TO INVESTIGATIONS/AUDITS

If a University employee is contacted by a government investigator or auditor, the employee should fully and appropriately cooperate. The Employee Investigative and Audit Response Guidelines are available from the Office of Compliance and attached hereto as Exhibit A provide guidance to employees on an appropriate response to such contacts.

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### 7—ADMINISTRATION OF THE COMPLIANCE PROGRAM

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#### 7.1—ADHERENCE TO THE COMPLIANCE PROGRAM

It is intended that all University employees subject to this Program carry out their duties for the University in a manner that is consistent with this Program. Conduct that does not comply with the Program (i) is not authorized by the University and (ii) may subject the employee to corrective action pursuant to Section 7.03. Such corrective actions also may apply to an employee's supervisor or department chair, as applicable, who (i) directs or approves the employee's improper actions; (ii) is aware of the improper actions, but does not appropriately correct such actions; or (iii) otherwise fails to exercise appropriate supervision.

### 7.2—QUESTIONS ABOUT THE COMPLIANCE PROGRAM

If any question arises as to (i) the existence of, interpretation of, or application of any law or regulation which applies to an area or matter that is covered by this Program or (ii) whether any action complies with the Program, a University employee should present that question to such employee's immediate supervisor. If the question cannot be addressed in that manner because the supervisor is absent, does not know the answer, or does not respond in a timely manner, or is suspected of being involved in or condoning the activity, the question should be addressed to the Director of Compliance. Legal issues should be referred to the Office of Legal Counsel. The University encourages employees not to guess, but to ask for clarification from the Director of Compliance if there is confusion or a question with regard to the Program, the law, or a policy or procedure.

### 7.3—CORRECTIVE ACTION

The Program includes ~~the possibility of~~ corrective action for University employees who have failed to comply with (i) the Program; (ii) other University policies and procedures; ~~and or~~ (iii) applicable federal and state laws and regulations. Corrective action also may be appropriate where an employee should have detected, but failed, to detect a violation. Any violation of applicable federal or state laws or regulations or deviation from the appropriate standards of conduct as set forth in this Program will subject an employee to corrective action, which may include, but is not limited to, any of the following:

- 1) Mandatory training,
- 2) Counseling session,
- 3) Corrective action plan,
- 4) Required leave,
- 5) Reduction in salary,
- 6) Demotion,
- 7) Suspension,
- 8) Abrogation of tenure,
- 9) Suspension of billing privileges, if a healthcare provider, and/or
- 10) Termination of employment or contractual relationship.

### 7.4 –EXIT INTERVIEWS

The University shall attempt to conduct an exit interview for all employees performing services for the University that are covered by this Program who terminate employment for any reason ~~using the exit interview form attached hereto as Exhibit B~~. The employee's supervisor should notify Human Resources when an employee notifies him/her of the employee's termination. Upon receipt of such notice, Human Resources should send the employee the Exit Interview Questionnaire ~~attached hereto as Exhibit B~~ which should ~~also~~ be returned to Human

Resources. Exit interview forms which raise compliance issues should be copied and routed to the Director of Compliance.

#### 7.5—SELF-REPORTING

To be effective, the Program depends to some extent upon self-reporting and acceptance of responsibility by University employees who may have made mistakes out of lack of knowledge or inattention. To the extent a University employee self-reports a potential wrongdoing, both the self-reporting and the acceptance of responsibility will be taken into account by the University as a mitigating factor in determining the form of corrective action to be taken. University employees can use the Hotline described in Section 10.02.4 of this Program to self-report or they may contact the Director of Compliance directly.

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### 8— TRAINING AND EDUCATION

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#### 8.1—GENERALLY

Education and training is a critical part of the Program.

Education and training will involve not only new employees, but all existing employees as needed. The University will require participation by all employees in appropriate training programs. University officers, department chairs, and other management personnel will be involved in the educational process by assisting in (i) identifying areas that require training and (ii) the training process. The Director of Compliance will be actively involved in the design and implementation of training and educational programs.

#### 8.2 —MANDATORY TRAINING

An employee's failure to attend a mandatory training session will subject that employee to corrective action as discussed in Section 7.03 above. The supervisor or management employee responsible for conducting the training will maintain attendance records and will forward copies make of such records available to the Director of Compliance at the Director's request.

#### 8.3—DISSEMINATION OF INFORMATION

Upon the adoption of this Program by the Board of Regents, the University will distribute to employees: (i) a letter from the ~~University's~~ President discussing the University support of the Program; and (ii) the Standards of Conduct summarizing the Program. From that point forward, Human Resources and the affected ~~D~~departments will provide a copy of the President's letter and the Standards of Conduct to persons at the same time an offer of employment is made and such individuals will be required to execute a Certification and Agreement of Compliance ~~as attached hereto as Exhibit C~~ as a condition of employment. On at least an annual basis, employees will be reminded of their obligations under this Program and their duty to report suspected violations of the Program and applicable statutes and regulations through a written or electronic communication from the Office of Compliance.

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**9— MONITORING AND COMPLIANCE REVIEWS.**

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**9.1 GENERALLY**

Regular monitoring and review of compliance activities is a feature of the Program. There will be regular reporting to University management administration, the President and the General Counsel.

**9.2—MONITORING TECHNIQUES**

The University will utilize regular and periodic compliance reviews. The compliance reviews will focus on those areas within the University which have substantive exposure and which otherwise put the University at risk. If it is determined that any error or deviation is caused by improper procedures, misunderstanding of the rules, including fraud or other systemic problems, the Director of Compliance, in consultation with the General Counsel, should take immediate steps to correct the problem. To the extent that monitoring and auditing discloses that variations or deviations were not detected in a timely manner due to deficiencies in the Program, the Program will be modified.

Monitoring techniques can take a variety of forms, including, but not limited to: (i) onsite visits; (ii) document reviews; and (iii) personal interviews. The Director of Compliance will have access to (i) any pertinent records and (ii) relevant personnel. Cooperation with the Director of Compliance is mandatory.

**9.3—ADVICE FROM THE GOVERNMENT AND ITS AGENTS**

To the extent the University requests advice, or receives advice, from the government or its agents, the University will document and retain a record of such request and response or unsolicited advice received. Each employee receiving such advice will be responsible for providing a copy of the advice, if written, or a memorandum describing the advice, if oral, to the Director of Compliance. Every effort should be made to obtain such advice in written form. The Director of Compliance will maintain a log record of advice received.

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**10— RESPONSE AND PREVENTION**

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**10.1—REPORTS OF WRONGDOING**

All University employees have a duty under this Program to report possible wrongdoing or suspected violations of applicable federal and state laws and regulations. The University has an open door policy available to all employees acting in good faith to encourage communication, dialogue and the reporting of incidents of potential wrongdoing or suspected violations. A "suspected violation" occurs when an employee has reasonable cause to believe that a violation of a law or regulation applicable to an area covered by this Program, or a violation of this Program, has occurred or will occur. The University will not retaliate or discriminate against any employee who makes a good faith report of a suspected violation regarding the observed conduct or actions, ~~by another person by reason of such a report being made.~~ While the University will strive to maintain the confidentiality of an employee's identity, it may become necessary for such employee's identity to become known or revealed during the investigation process. It will be a violation of this Program to make a report of a suspected violation which is knowingly false.

The reporting methods set forth below apply to reports of suspected violations of law or regulation which apply to areas and matters covered by this Program or to suspected violations of this Program. Other issues should be reported through the University's normal reporting structure.

### 10.2—METHODS OF REPORTING

#### 10.2.1—IMMEDIATE SUPERVISOR

The first option for reporting suspected violations of law or regulation is to make the report to the employee's immediate supervisor who can, in turn, work with the Director of Compliance to investigate and rectify any problems. If reporting to the supervisor is inappropriate because the supervisor is absent, does not know the answer, ~~or~~ does not respond in a timely manner, or ~~because the supervisor~~ is suspected of condoning the activity, reports can be made pursuant to one of the other options set forth below.

#### 10.2.2—DIRECTOR OF COMPLIANCE

The University desires to establish an open line of communication between all employees and the Director of Compliance to provide for the successful implementation and operation of the Program. The Director of Compliance can be reached by telephone at (405) 271-2511 or during regular ordinary office hours ~~in Room 175D of the Bird Library~~. A message may also be sent to the Director of Compliance via regular or electronic mail.

#### 10.2.3 HOTLINE

If an employee wishes to remain anonymous while reporting potential wrongdoing, an employee may call the Helpline, which will be available 24 hours a day, at (405) 271-2223 or toll free at (866) 836-3150. The call will not be traced and the person need not give his or her name.

### 10.3—RESPONDING TO REPORTS

When a report of a suspected violation is received on a matter that does not concern compliance issues, that report will be referred to the appropriate University department. Whenever the Director of Compliance receives a report of a suspected violation, from any source, ~~which allegation that~~ may reasonably constitute a criminal or civil offense, the Director of Compliance will promptly conduct a preliminary review of such allegation. Advice from the Office of Legal Counsel may be sought to determine the seriousness of the allegation. The preliminary review should be completed within a reasonable time of the receipt of the report. If the Director of Compliance reasonably determines that it is necessary to conduct an internal investigation of the alleged misconduct, the Director of Compliance will conduct such an internal investigation in coordination with the applicable ~~D~~department or University officer. The Director of Compliance will notify the appropriate department or University officer, in addition to the General Counsel, prior to initiating any investigation. The internal investigation should be completed within a reasonable time of the initial report. When circumstances so require, the Director of Compliance will proceed more quickly than the time standards set forth herein or authorize additional time to complete the investigations. All internal investigations and their results will be reported to the General Counsel.



Employees under investigation may be removed from their current work activity and put on administration leave pending completion of an investigation or preliminary review upon action of the Director of Compliance or the General Counsel, to the extent permitted by applicable University policies and procedures.

The Director of Compliance should take appropriate steps to secure or prevent the destruction of documents and other evidence relevant to the investigation. Advice from the Office of Legal Counsel regarding any such investigation may be obtained if necessary. Once an investigation is completed, if corrective action is warranted, it should be immediate and imposed in accordance with the University's ~~Employee-Staff~~ and Faculty Handbooks. (RM, 1/01, p ??<sup>46</sup>) (End Norman Campus and Health Science Center text)

### 3.5.2—INTERNAL AUDITING POLICY CHARTER

#### Policy, Authority, and Responsibility Statements

~~The following statements set forth the policy of The University of Oklahoma Board of Regents regarding the scope of authority and responsibility for the Internal Auditing Department for The University of Oklahoma. These statements serve to (1) impart an understanding of the role and responsibilities of internal auditing to all levels of management and to the University Regents, (2) establish the basis for the guidance and measurement of internal audit performance, (3) upgrade the quality of internal audit work and the effectiveness of internal auditors, and (4) unify the practice of internal auditing throughout the University.~~

#### University Policy

~~It is the policy of The University of Oklahoma Board of Regents to provide an internal auditing department to furnish management personnel at all levels, the President, and the Regents with information to evaluate and control the operations for which they are responsible.~~

~~The position of Director of Internal Auditing is a staff position without authority or direct control over those units being reviewed. In this connection, the University Internal Auditing staff will not install procedures, originate or approve entries or otherwise engage in any activity that they will subsequently be expected to review or appraise.~~

~~The Director of Internal Auditing at The University of Oklahoma is responsible to the President of the University for all of the internal auditing efforts throughout the University. This includes those efforts on the Norman Campus, at the Health Sciences Center in Oklahoma City, at The University of Oklahoma College of Medicine, Tulsa, Cameron University, Lawton, and at any other locations for which The University of Oklahoma Regents have responsibility.~~

~~The Director of Internal Auditing shall be appointed and terminated by the President and the Board of Regents.~~

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<sup>46</sup>Page number is missing.

~~The President of the University will ensure that:~~

~~The heads of budget units are notified of the importance of the audit function and that full access to facilities, records, and personnel is authorized.~~

~~The annual audit plan as prepared by the Director of Internal Auditing is submitted to the Board of Regents at the regular June meeting each year for review and approval.~~

~~All completed internal audits are filed with the Executive Secretary of the Board of Regents as soon as completed. An audit report will be mailed to any Regent upon request. The Board shall have the opportunity to discuss any report with the Director of Internal Auditing.~~

~~The Director of Internal Auditing reports at each regular meeting of the Board of Regents on any condition which, in the judgment of the Director of Internal Auditing, could adversely affect the organization. Suspected theft, fraud, or misuse of funds will be reported to the Audit Committee.~~

~~The Director of Internal Auditing submits quarterly activity reports to the Board of Regents that summarize audit findings and trends.~~

~~The Director of Internal Auditing will ensure that:~~

~~Units throughout the University are reviewed at appropriate intervals to determine whether they are effectively carrying out their functions of planning, accounting, custody, and control in accordance with management instructions, University policies and procedures and in a manner that is consonant with University objectives.~~

~~The results of audits, opinions formed, and recommendations made are promptly reported to appropriate management personnel.~~

~~Plans or actions taken by management to correct reported conditions are evaluated for satisfactory disposition during follow-up reviews and, if the disposition is considered unsatisfactory at this time, to see that further discussions are held to achieve a satisfactory disposition.~~

#### ~~THE DIRECTOR OF INTERNAL AUDITING~~

##### ~~Statement of Authority, Objective and Responsibility~~

~~Authority—The Director of Internal Auditing at The University of Oklahoma is authorized by the President and the Regents to direct a broad, comprehensive program of internal auditing throughout the University. The University Internal Auditing Department will examine and evaluate the adequacy and effectiveness of the systems of management control provided by the University to direct its activities toward the accomplishment of stated objectives in accordance with University policies and procedures. In order to accomplish these objectives, the Director of Internal Auditing and the Internal Auditing staff are authorized by the President and the Board of Regents to have full, free, and unrestricted access to all University functions, records property, and personnel. In the event any officer, agent, or employee of the University shall fail to cooperate fully with the Director of Internal Auditing or shall otherwise hinder or prevent or~~

~~attempt to hinder or prevent any audit, the Director of Internal Auditing shall immediately and simultaneously report the same to the President and to the Board of Regents.~~

~~Objective and Responsibility—The objectives of the Director of Internal Auditing are (a) to assist the President of the University and the University Regents in determining that~~

~~University funds and other resources are being handled consistent with Federal, State, and University policies and procedures and within University objectives, (b) to assist the President, the Regents, and the various units of the University by identifying financial and managerial situations in need of improvement and by suggesting possible improvements, and (c) to suggest changes in University policies and procedures when appropriate to improve the ability of the University to meet better its mission and objectives.~~

~~In this connection, the Director of Internal Auditing will have the responsibility for the direction, personnel, budget, and day to day operation of the Auditing Office on the Norman Campus and of the Office of Internal Audits located at The University of Oklahoma Health Sciences Center.~~

Specific responsibilities include:

- ~~▪ Report directly and simultaneously to the President, and to the Board of Regents if an issue of major importance comes to his/her attention.~~
- ~~▪ Recommend to the President an annual audit program to review units throughout the University.~~
- ~~▪ Direct audits of financial records and business operations of University departments and activities to appraise their compliance with established University policies and procedures, the efficiency of their operating systems, and the effectiveness of their accounting, financial, and other operating controls.~~
- ~~▪ Review procedures and records of University departments and activities for their adequacy to accomplish intended objectives, and appraise policies and plans relating to the activity or function under audit review.~~
- ~~▪ Prepare and issue audit reports on the results of audits performed.~~
- ~~▪ Develop recommendations to satisfy audit deficiencies.~~
- ~~▪ Appraise the adequacy of the action taken by University departments and activities to correct reported deficient conditions through post audit reviews; continue reviews with appropriate management personnel on actions considered inadequate until there has been a satisfactory resolution of the matter.~~
- ~~▪ Advise campus offices on acceptable business procedures and internal controls.~~
- ~~▪ Conduct special reviews or investigations as directed by the President of the University and/or the University Regents.~~

- ~~Serve as facilitator and coordinator for all federal, State and other external audit agencies. All external audit agencies must contact the Director of Internal Auditing for all entrance and exit audit conferences. The Director of Internal Auditing will ensure that all audit reports for institutions governed by the Board of Regents are presented to the Board of Regents. (RM, 2-12-86, pp. 18859-64; 3-8-90, P. 21624; 12-9-97, p. 25709; 12-10-98, p. 26195).~~

### INTERNAL AUDIT CHARTER

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#### PURPOSE

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Internal auditing is an independent appraisal activity established within the University organization to examine and evaluate its activities. The objectives of internal auditing are to assist members of the organization in the effective discharge of their responsibilities by furnishing them with analysis, appraisals, recommendations, and pertinent comments concerning the activities reviewed. However, the internal audit review and appraisal of an area shall not in any way relieve management of its assigned responsibilities.

~~Internal auditing is an independent appraisal activity established within the organization to examine and evaluate its activities. The objectives of internal auditing are to assist members of the organization in the effective discharge of their responsibilities by furnishing them with analysis, appraisals, recommendations and pertinent comments concerning the activities reviewed. However, the internal audit review and appraisal of an area shall not in any way relieve management of its assigned responsibilities.~~

~~3909D and Okla. Stat. Tit. 70, 228 and 229 provide that the Board of Regents shall establish an internal audit function, which employs a sufficient number of internal auditors to meet the Board's fiduciary responsibilities. The internal audit function shall be responsible to the Board of Regents and the Presidents, and shall be conducted in accordance with "Standards for the Professional Practice of Internal Auditing." The Presidents and all members of the Board of Regents shall receive copies of the audit reports, as well as, the State Auditor and Inspector. The Board of Regents shall, at least annually, review and prescribe the plan of work to be performed by the internal auditors.~~

The Internal Audit Director at the University of Oklahoma is authorized by the Presidents and the Regents to direct a board, comprehensive program of internal auditing throughout the University. The University Internal Audit Department will evaluate the adequacy of the internal control structure. In order to accomplish these objectives, the Internal Audit Director and the Internal Audit Staff are authorized by the Presidents and the Board of Regents to have full, free, and unrestricted access to all University functions, records, property, and personnel. In the event any officer, agent, or employee of the University shall fail to cooperate fully with the Internal Audit Director or shall otherwise hinder or prevent or attempt to hinder or prevent any audit, the Internal Audit Director shall immediately and simultaneously report the same to the appropriate President and to the Board of Regents Finance and Audit Committee.

The position of Internal Audit Director is a staff position without authority or direct control over those units being reviewed. In this connection, the University Internal Audit Staff will not

install procedures, originate or approve entries or otherwise engage in any activity that they will subsequently be expected to review or appraise.

The Internal Audit Director is responsible to the Board of Regents and the Presidents of the Universities for all of the internal auditing efforts throughout the Universities. This includes those efforts on the Norman Campus; at the Health Sciences Center in Oklahoma City; the Norman Campus and Health Sciences Center Campus functions in Tulsa; Cameron University, Lawton; Rogers State University, Claremore; and at any other locations for which The University of Oklahoma Regents have responsibility. The Internal Audit Director shall be appointed and terminated by the Board of Regents and the Presidents.

#### AUTHORITY

Oklahoma law provides that the Board of Regents shall establish an internal audit function that employs a sufficient number of internal auditors to meet the Board of Regents' fiduciary responsibilities. The internal audit function shall be responsible to the Board of Regents and the President and shall be conducted in accordance with "Standards for the Professional Practice of Internal Auditing." The President and all members of the Board of Regents shall receive copies of the audit reports, as will the State Auditor and Inspector. The Board of Regents shall, at least annually, review and prescribe the plan of work to be preformed by the internal auditors.

The Internal Audit Director at the University is authorized by the Board of Regents to direct a broad, comprehensive program of internal auditing throughout the University. The University Internal Audit Department will evaluate the adequacy of the internal control structure. In order to accomplish these objectives, the Internal Audit Director and the Internal Audit staff are authorized by the President and the Board of Regents to have full, free, and unrestricted access to all University functions, records, property, and personnel. In the event any officer, agent, or employee of the University shall fail to cooperate fully with the Internal Audit Director or shall otherwise hinder or prevent or attempt to hinder or prevent any audit, the Internal Audit Director shall immediately and simultaneously report the same to the President and to the Board of Regents Finance and Audit Committee.

The position of Internal Audit Director is a staff position without authority or direct control over those units being reviewed. In this connection, the University Internal Audit staff will not install procedures, originate or approve entries, or otherwise engage in any activity that they will subsequently be expected to review or appraise.

The Internal Audit Director is responsible to the Board of Regents and the Presidents of the Universities for all of the internal auditing efforts throughout the Universities. This includes those efforts on the Norman Campus, the Health Sciences Center Campus, and the Norman Campus and Health Sciences Center Campus functions in Tulsa, Cameron University and Rogers State University and at any other locations for which the Board of Regents has responsibility. With the advice of the Presidents, the Internal Audit Director shall be appointed and terminated by the Board of Regents and the President.

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#### RESPONSIBILITIES

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The Internal Audit Department shall execute a comprehensive program to ensure all activities of the University are reviewed at appropriate intervals, as determined by the Internal

Audit Director and the Board of Regents Finance and Audit Committee. An annual audit plan shall be prepared and submitted to the Board of Regents each year for review and approval.

The Internal Audit Department shall review and evaluate systems of control and the quality of ongoing operations, recommend action to correct any deficiencies, and follow up on management's response to assure that corrective action is taken on a timely basis. Annually, the Internal Audit Director shall report on the adequacy of the internal control structure for the University.

The Internal Audit Department shall appraise the quality of management performance in terms of compliance with policies, plan, procedures, laws, and regulations.

The Internal Audit Department shall identify operational opportunities for improvement in performance by appraising functional effectiveness against industry standards and sound business practices.

University employees have a duty to report instances of suspected fraud to the Internal Audit Department. The Internal Audit Department will coordinate internal investigations of suspected fraud with the appropriate University officials (e.g., Office of Legal Counsel, Campus Police, University officers, the Compliance Office, and/or departmental personnel).

The Internal Audit Department shall conduct special reviews and consulting services as directed by the Presidents and Board of Regents. Special reviews and consulting services requested by departmental management may be performed at the discretion of the Internal Audit Director. Care should be taken as to retain independence and avoid conflicts of interest when performing consulting services. Consulting services include, but are not limited to, assistance in the implementation of new computer systems and the compliance with new laws and regulations. As part of an implementation team, internal auditors may serve as non-voting members on related steering committees.

The Internal Audit Director shall ensure that written reports are prepared for each internal audit and that such reports are furnished to appropriate administrative personnel and Executive Officers responsible for the audited activity. All completed internal audits shall be submitted to the President, filed with the Vice President for University Governance as soon as completed, and provided to all Regents. The Board of Regents shall have the opportunity to discuss any report with the Internal Audit Director.

The Internal Audit Department shall evaluate the adequacy of management's corrective action and perform necessary follow-up procedures to ensure that the corrective action has been implemented.

The Internal Auditing Director shall report at each regular meeting of the Board of Regents on any condition that, in the judgment of the Director, could adversely affect the

University. Suspected theft, fraud, or misuse of funds will be reported to Board of Regents Finance and Audit Committee.

The Internal Audit Department shall submit quarterly activity reports to the Board of Regents Finance and Audit Committee that summarize audit findings and trends.

The Internal Audit Department shall serve as facilitator and coordinator for all federal, state, and other external audit agencies. All external audit agencies shall contact the Internal Audit Director for all entrance and exit audit conferences.

The Internal Audit Director will have the responsibility for the direction, personnel, budget, and day-to-day operation of the internal audit function.

(RM,2-12-86, pp. 18859-64; 3-8-90,p. 21624; 12-9-97,p. 25709).

The Internal Audit Department shall execute a comprehensive program to ensure all activities of the organization are reviewed at appropriate intervals, as determined by the Internal Audit Director and the Finance and Audit Committee. An annual audit plan shall be prepared and submitted to the Board of Regents each year for review and approval.

The Internal Audit Department shall review and evaluate systems of control and the quality of ongoing operations, recommend action to correct any deficiencies, and follow up on management's response to assure corrective action is taken on a timely basis. Annually the Internal Audit Director shall report on the adequacy of the internal control structure for each university.

The Internal Audit Department shall appraise the quality of management performance in terms of compliance with policies, plans, procedures, laws, and regulations.

The Internal Audit Department shall identify operational opportunities for improvement in performance by appraising functional effectiveness against industry standards and sound business practices.

The Internal Audit Department shall conduct or participant in internal investigations of suspected theft or fraud and provide advice relating to internal fraud and security.

The Internal Audit Department shall conduct special reviews and consulting services as directed by the Presidents and Regents. Special reviews and consulting services requested by departmental management may be performed at the discretion of the Internal Audit Director. Care should be taken as to retain independence and avoid conflicts of interest when performing consulting services. Consulting services include, but are not limited to, assistance in the implementation of new computer systems and the compliance with new laws and regulations. As part of an implementation team, internal auditors may serve as non-voting members on related steering committees.

The Internal Audit Director shall ensure that written reports are prepared for each internal audit and that such reports are furnished to appropriate management personnel and the senior officer responsible for the audit activity. All completed internal audits shall be submitted to the applicable President and filed with the Vice President for University Governance as soon as

~~completed and provided to all Regents. The Board shall have the opportunity to discuss any report with the Internal Audit Director.~~

~~The Internal Audit Department shall evaluate the adequacy of management's corrective action and perform necessary follow-up procedures to ensure that the corrective action has been implemented.~~

~~The Internal Audit Director shall report at each regular meeting of the Board of Regents on any condition that, in the judgment of the Director, could adversely affect the organization. Suspected theft, fraud, or misuse of funds will be reported to the Finance and Audit Committee.~~

~~The Internal Audit Department shall submit quarterly reports to the Board of Regents Finance and Audit Committee that summarize audit findings and trends.~~

~~The Internal Audit Department shall serve as facilitator and coordinator for all Federal, State, and other external audit agencies. All external audit agencies shall contact the Internal Audit Director for all entrance and exit audit conferences.~~

~~The Internal Audit Director will have the responsibility for the direction, personnel, budget, and day-to-day operation of the internal audit function. (RM, 2-12-86, pp. 18859-64; 3-8-90, P. 21624; 12-9-97, p. 25709; 12-10-98, p. 26195).~~



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 AUTHORITY
 

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Okla. Stat. Tit. 74,

### 3.5.3—CONFIDENTIALITY OF LIBRARY RECORDS

~~Records related to the circulation of library materials which contain names or other personally identifying details regarding the users of The University of Oklahoma Libraries are confidential and may not be disclosed except to persons acting within the scope of their institutional duties, to persons authorized by the user, or pursuant to subpoena, court order, or where otherwise required by law.~~

The University of Oklahoma adheres to Oklahoma and federal state law with respect to confidentiality of library records. The records of library materials you borrowed or used cannot be disclosed to anyone except:

- 1) persons acting within the scope of their duties in the administration of the library;
- 2) persons authorized to inspect such records, in writing, by the individual or group whose records are sought; or 3) by order of a court of law. ~~(O.S.L. 1985, section 1, chapter 81; 65 O.S. supp 1985, section 1 105; RM, 6-13-85, pp. 18415-6)~~
- 3) as otherwise required by law.

### 3.5.4—ETHICS IN RESEARCH

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 INTRODUCTION
 

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Research and other scholarly activity at ~~the University of Oklahoma~~ must be above reproach. Each member of the University community has the responsibility to ensure the integrity and ethical standards in any activity with which he or she is associated directly, or any activity of which there is sufficient knowledge to determine its appropriateness. Misconduct in the conduct of research undermines the scholarly enterprise and erodes the public trust in the University community to conduct research and communicate results using the highest standards and ethical practices. ~~The University of Oklahoma~~ is responsible both for promoting scholarly practices that prevent misconduct and for developing policies and procedures for dealing with allegations or other evidence of scholarly or research misconduct.

This policy establishes uniform policies and procedures for investigating and reporting instances of alleged or apparent misconduct involving research, including but not limited to, research or research training, applications for support of research or research training, applications for research or research training, or related research activities that are supported with funds made available under the Public Health Service Act. The policies and procedures outlined

below apply to faculty, staff, and students. They are not intended to address all scholarly issues of an ethical nature. For example, discrimination and affirmative action issues are covered by other ~~institutional~~ University policies.

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**DEFINITION OF SCHOLARLY MISCONDUCT**

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(The text below appears in the Norman Campus and Health Science Center Faculty Handbook)

Scholarly misconduct involves any form of behavior which entails an act of deception whereby one's work or the work of others is misrepresented. Other terms, such as research fraud, are here subsumed within the term "scholarly misconduct" as defined below. The term scholarly misconduct will be used to encompass scientific as well as other types of scholarly misconduct. Scholarly misconduct is distinguished from honest errors and ambiguities of interpretation that are inherent in the scholarly process. Further, scholarly misconduct involves significant and intentional breaches of integrity which may take numerous forms such as, but not limited to, those outlined below:

Falsification of data ranging from fabrication to deceptive selected reporting of findings and omission of conflicting data.

Plagiarism and other improper assignment of credit, such as excluding others or claiming the work of others as one's own; presentation of the same material as original in more than one publication; inclusion of individuals as authors who have not made a definite contribution to the work published; and submission of multi-authored publications without the concurrence of all authors.

Improper use of information gained by privileged access, such as through service on peer review panels, editorial boards or policy boards of research funding organizations.

Serious deviation from the scientific method accepted in proposing or carrying out research, deliberate manipulations or improper reporting of results.

Material failure to comply with federal, state, or institutional rules governing research; including, but not limited to, serious or substantial violations involving the use of funds; care of animals; protection of human subjects; or use of investigational drugs, recombinant products, new devices, or radioactive, biological and/or chemical materials.

Inappropriate behavior in relation to misconduct; including, but not limited to, inappropriate accusations of misconduct; failure to report known or suspected misconduct; withholding or destruction of information relevant to a claim of misconduct; and retaliation against persons involved in the allegation or investigation of misconduct.

The Board of Regents of the University of Oklahoma shall have governance and oversight of the Ethics in Research Policy. The specific regulations concerning the Ethics in Research Policy, which must conform to federal regulations, shall be set forth in the Faculty Handbooks and the Staff Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Board of Regents' policy in these Handbooks must be made through action of the Board of Regents.

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**PROCESS FOR HANDLING ALLEGATIONS OF SCHOLARLY MISCONDUCT**

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**INITIATION**

Initiation of an allegation of misconduct. Initial allegations or evidence may be reported to any faculty member or administrator, who must then report the allegations to the Senior Vice President and Provost or his or her designee (hereinafter referred to as "Provost") on the campus where the misconduct allegedly occurred. The person appropriate in most situations would be the Vice President for Research. If the person to whom the report would normally be given is involved in some way in the misconduct, the next higher academic officer should be informed. The Senior Vice President and Provost shall take interim administrative actions, as appropriate, to protect Federal funds and insure that the purposes of the Federal financial assistance are carried out during the inquiry and investigation stages.

The Senior Vice President and Provost shall informally review any allegations of scholarly misconduct, confer with the dean of the college in which the allegation is alleged to have occurred ~~and as well as University~~ Legal Counsel, and determine whether the allegation warrants initiation of the inquiry process according to the policies and procedures for scholarly misconduct or whether other University policies or procedures should take precedence. The Senior Vice President and Provost will counsel the individual(s) making the allegation, as to the policies and procedures to be used. If the reporting individual chooses not to make a formal allegation but the Senior Vice President and Provost believes an inquiry is warranted, an inquiry shall be initiated. The ~~institution-University~~ will pursue an allegation of misconduct to its conclusion, even if the person against whom the allegation is made (hereinafter referred to as the "Respondent") leaves or has left the ~~institution-University~~ before the case is resolved.

**STEPS**

The first step of the review process is an inquiry which has as its purpose fact finding in an expeditious manner to help determine if an allegation is deserving of further formal investigation, and if formal investigation is not warranted, to make recommendations concerning the disposition of the case.

An Inquiry Committee composed of no fewer than three tenured faculty with no real or apparent conflict of interest, with no appointment in the department of either the individual(s) making the allegation or the Respondent, and with appropriate expertise for evaluating information relevant to the case shall be appointed by the Senior Vice President and Provost within fifteen days after receipt of an allegation.

The Senior Vice President and Provost shall notify the Respondent, in writing, of the allegations and the procedures which will be used to examine the allegations. The Respondent will be informed of the proposed membership of the Inquiry Committee to identify in advance any bias or conflict of interest.

Where the individual(s) making the allegation seeks anonymity, the Inquiry Committee shall operate in such a way as to maintain the anonymity to the degree compatible with accomplishing the fact-finding purpose of the inquiry. Such anonymity cannot, however, be assured. Further, this

anonymity may be neither desirable nor appropriate where individual(s) testimony is important to the substantiation of the allegations.

Information, expert opinions, records, and other pertinent data may be requested by the Inquiry eCommittee. All involved individuals are obligated to cooperate with the Inquiry Committee by supplying such requested documents and information. Uncooperative behavior may result in immediate implementation of a formal investigation or ~~institutional~~ University sanctions.

All material will be considered confidential and shared only with those with a need to know. The Senior Vice President and Provost and the members of the Inquiry Committee are responsible for the security of relevant documents.

In order to gather evidence, whenever possible, the Inquiry Committee will conduct interviews of all individuals possessing relevant information but in particular the Respondent and the individual(s) making the allegation.

All individuals may have the assistance of personal legal counsel at their expense at both the inquiry and investigative stages; however, principals are expected to speak for themselves at the interviews.

The review by the Inquiry Committee should be completed and a written report filed within sixty days of written notification to the Respondent that an Inquiry Committee is being named. The written report shall contain what evidence was reviewed, summarize relevant interviews, and include the conclusions of the Inquiry Committee. If this deadline cannot be met, a request for extension and a report of reasons and progress to date, together with the anticipated time frame, should be filed with the Senior Vice President and Provost, and all individuals with a need to know should be informed.

The written report of the Inquiry Committee will be conveyed to the ~~s~~Senior Vice Preident and Provost, who shall give a copy of the written report ~~of inquiry~~ to the Respondent. The Respondent shall have ten working days to comment in writing upon the findings and recommendations of the Inquiry Committee. These comments shall be made part of the record.

If, after reviewing the outcome of the inquiry, the Senior Vice President and Provost determines the need for a formal investigation, the Senior Vice President and Provost will initiate that action within fifteen days by appointment of an Investigating Committee ~~of Investigation~~, and by immediately notifying, among others with a need to know, the Director of the Office of Research Integrity, if appropriate, and the funding source, if any, that an investigation is being undertaken. This notification is expected to occur within twenty-four hours of the determination of the need for a formal investigation. Under certain circumstances, the ~~institution~~ University may be expected to notify the sponsoring agency or funding source at a point prior to the initiation of an investigation. Factors used in determining the timing of such notification include the seriousness of the possible misconduct; the presence of an immediate health hazard; and consideration of the interests of the funding agency, the scientific community, the public, and the individual who is the subject of the inquiry or investigation and his/her associates.

If, after reviewing the outcome of an inquiry, the Senior Vice President and Provost determines that a formal investigation is unwarranted, or if the inquiry is terminated for any reason, the Senior Vice President and Provost shall notify all involved individuals and make

diligent efforts to restore the reputations of persons alleged to have engaged in misconduct when allegations are not confirmed, shall also undertake diligent efforts to protect the positions and reputations of those persons who, in good faith, have made allegations of scientific misconduct and, if appropriate, shall send a report to the Office of Research Integrity stating the intent to terminate the procedure without an investigation and including a description of the reasons for such termination. If the Investigating Committee finds the allegations not to have been brought in good faith, sanctions may be recommended against the individual(s) making the allegation.

Records of the inquiry are confidential to the maximum extent possible and are to be passed on to an Investigating Committee only if a formal review is initiated. The records of inquiry shall contain sufficiently detailed documentation of the inquiry to permit a latter assessment of the reasons for determining that an investigation was not warranted, if necessary. If a formal review is not initiated, the records shall be kept by the Senior Vice President and Provost for at least three years after completion of the inquiry and, if appropriate, shall, upon request, be provided to authorized Department of Health and Human Services personnel.

#### INVESTIGATION

The Senior Vice President and Provost shall appoint an Investigating Committee of no fewer than three senior faculty who are without conflict of interest, hold no appointment in the departments of either the individual(s) making the allegation or ~~the~~ Respondent, and have appropriate expertise for evaluating the information relevant to the case. Preferably, at least one member should not be associated with the ~~institution~~ University.

The Senior Vice President and Provost shall notify the Respondent, in writing, that there will be an investigation and of the procedures to be used during the investigation. The Respondent will be informed of the proposed membership of the Investigating Committee to identify any bias or conflict of interest.

The purpose of the Investigating Committee is to explore further the allegation and to determine whether serious scholarly misconduct has been committed, and, if so, the extent of the misconduct. The investigation normally will include examination of all documentation, including but not necessarily limited to relevant research data and proposals, publications, correspondence and memoranda of telephone calls. Interviews should be conducted of all individuals involved, including the Respondent and the individual(s) making the allegation, as well as other individuals who might have information regarding key aspects of the allegations. Respondent shall be given the opportunity to address the allegations and evidence at the interviews. Complete summaries of these interviews should be prepared, provided to the interviewed party for comment or revision, and included in the investigatory file. The Investigating Committee may request the involvement of outside experts. The investigation must be sufficiently thorough to permit the Investigating Committee to reach a firm conclusion about the validity of the allegation(s) and the scope of the wrongdoing or to be sure that further investigation will be unlikely to alter an inconclusive result. In the course of an investigation, additional information may emerge that may justify broadening the scope of the investigation beyond the initial allegation. Should this occur, the Respondent is to be informed, in writing, of any significant new directions in the investigation. In addition to making a judgment on the veracity of the charges, the Investigating Committee may recommend to the Senior Vice President and Provost appropriate sanctions.

As the ~~institution-~~ University is responsible for protecting the health and safety of research subjects, patients, students, staff, and ~~F~~ederal funds as well as the public interest, interim

administrative action prior to conclusion of either the inquiry or the investigation may be indicated. Such action may range from restriction on some activities to full suspension of the Respondent. Notification of external sponsors and the Office of Research Integrity, if appropriate, may be initiated by the Provost.

All individuals involved in the investigation are obligated to cooperate in timely fashion by producing any additional data requested for the investigation. Copies of all materials obtained by the Investigating Committee shall be provided to the Respondent and to other concerned individuals as judged appropriate by the Investigating Committee.

The proceedings of the Investigating Committee are confidential and will be closed. A tape recording of proceedings may be made.

After the investigation has been completed, the Investigating Committee shall deliberate, and prepare its findings and recommendations.

All significant developments during the formal investigation as well as the interim and final findings and recommendations of the Investigating Committee will be reported by the Senior Vice President and Provost, among others, to the research sponsor and the Office of Research Integrity, if appropriate.

Every effort should be made to complete the investigation within 120 days; however, it is acknowledged that some cases may render this deadline difficult to meet. In such cases, the Investigating Committee shall compile a progress report, identify reasons for the delay, and request an extension from the Senior Vice President and Provost. The Senior Vice President and Provost shall convey to the funding or other relevant agency such information as may be required by it, at intervals as required by the agency.

Upon completion of the investigation, the Investigating Committee shall submit to the Senior Vice President and Provost a full report which details the Investigating Committee's findings, recommendations, and the documentation to substantiate the investigation's findings. This report shall be sent to the Respondent by the Senior Vice President and Provost. The Respondent shall be given twenty working days to comment in writing on the allegations, evidence findings and recommendations of the Investigating Committee. Based on all the information received, the Senior Vice President and Provost shall then make the decision regarding application of sanctions and shall so inform the Respondent in writing of the sanctions and the appeal process. If the sanctions involve the recommendation for termination of employment, the academic termination procedures of the University will be invoked.

When appropriate, the Senior Vice President and Provost will submit the final report of the investigation to the Director of the Office of Research Integrity and the funding agency. In cases involving a recommendation for severe sanctions, the notification will state "These sanctions are being recommended and, following University policy, appropriate procedures to appeal the case will be initiated." On occasion, ~~they~~ the sanction may require a request for an extension. At the conclusion of the University process, the final report will be submitted. The final report must describe the policies and procedures under which the investigation was conducted, how and from whom information was obtained relevant to the investigation, the findings and the basis for the findings, and ~~include~~ the actual text or accurate summary of the views of any individual(s) found to have engaged in misconduct, as well as a description of any sanctions taken by the University.

If the formal investigation is terminated for any reason without completing all of the requirements for an investigation, the Provost shall, if appropriate, send a report to the Office of Research Integrity stating the intent to terminate the investigation, including a description of the reasons for such termination.

#### RESOLUTION

Findings of absence of scholarly misconduct. All research sponsors and others initially informed of the investigation shall be informed in writing that allegations of misconduct were not supported. If the allegations are deemed to have not been made in good faith, appropriate disciplinary action should be taken against the individual(s) making the allegation. If the allegations, however incorrect, are deemed to have been made in good faith, no disciplinary measures are indicated and an effort should be made to prevent retaliatory actions. In publicizing the findings of no misconduct, the ~~institution~~-University should be guided by whether public announcements will be harmful or beneficial in restoring any reputation(s) that may have been lost or damaged. Usually, such decisions should rest with the person who was wrongfully accused. ~~Diligent~~ Reasonably appropriate efforts, ~~as appropriate~~, should be undertaken to restore the reputations of persons alleged to have engaged in misconduct when allegations are not confirmed and to protect the positions and reputations of those persons who, in good faith, make allegations.

Findings of scholarly misconduct. The Senior Vice President and Provost is responsible for notification of all federal agencies, sponsors, or other entities initially informed of the investigation of the finding of scholarly misconduct. The ~~institution~~-University should take action appropriate for the seriousness of the misconduct, including but not limited to the following:

##### 1) Notification

Consideration should be given to formal notification of the following, among other appropriate entities:

- Sponsoring agencies, funding sources
- Co-authors, co-investigators, collaborators
- Department, ~~S~~school, or ~~Institution~~-University
- Editors of journals in which fraudulent research was published
- Editors of other journals or publications, other institutions, other sponsoring agencies, and funding sources with which the individual has been affiliated
- State professional licensing boards
- Professional societies

##### 2) Institutional Disciplinary Action — including, but not limited to the following:

- Removal from particular project



- Special monitoring of future work
- Letter of reprimand
- Probation for a specified period with conditions specified
- Suspension of rights and responsibilities for a specified period, with or without salary
- Termination of employment

#### APPEAL

Individuals may appeal the judgment of the Investigating Committee and/or the sanction. A written statement of the grounds for the appeal must be submitted to the President within thirty days of written notification of the results of the investigation. Grounds for appeal include, but are not limited to, new previously unconsidered evidence which was not available earlier, sanctions not in keeping with the findings, conflicts of interest not previously known among those involved in the investigation, or other lapses in due processes. Upon receipt of a written appeal, the President will evaluate the evidence and make a determination. ~~He/She~~ The President may, at his/her discretion, reopen the investigation. The President's decision will be binding on all parties and will be conveyed to all involved in a timely fashion. In case of termination of employment, the decision may be appealed according to University policy and procedure regulations: (RM, 5-9-85, p. 18378; 12-20-89, p. 21508; 6-25-97, p. 25458; 3-29-00, p. 26909) (End Norman Campus and Health Science Center text)

### 3.5.5—AMERICAN INDIAN/ALASKAN NATIVE ETHNIC MEMBERSHIP VERIFICATION POLICY <sup>47</sup>

Selected University resources, programs, activities, and services are made available and allocated to students based upon specific criteria ~~including ethnic origin or~~ of tribal affiliation. To ensure these resources are utilized in the most effective manner, and for the students to whom they are committed, it is the policy of ~~the University of Oklahoma~~ to require those students who wish to use those services, programs, activities, and resources committed to American Indians/Alaskan Natives, to verify their affiliation with one of the various Native American tribes, nations, pueblos, bands, and villages that are sovereign entities that have as their sovereign right the ability to determine their membership. Currently, the federal government recognizes approximately 510 Native American tribes, nations, pueblos, bands, ~~or~~ and Alaskan villages. (RM, 1-24-95, p. 24225; 3-29-00, p. 26909)

### 3.5.6—SAM NOBLE OKLAHOMA MUSEUM OF NATURAL HISTORY COLLECTIONS MANAGEMENT POLICY

The Sam Noble Oklahoma Museum of Natural History is an independent research department of the University and is dedicated to preserve, increase, and disseminate knowledge of the natural and cultural history of Oklahoma and the world.

~~This~~The Collections Management Policy recognizes that these collections pertain to the University and that their use is quite multifaceted, including research by University faculty and students, as well as by visiting scholars. Moreover, the Museum is mandated to utilize its collection and submit knowledge to the public by means of exhibits, interpretive programs, and other appropriate media.

The Museum is empowered to collect and accept materials within the broad area of its charter, including science and history. Nevertheless, it is clear that the Museum cannot collect materials indiscriminately and the Collections Management Policy carefully details the limits to collecting that must be exercised by Museum administrators and staff. The policy makes clear the Museum must provide proper care and storage for those items which it accepts. All collections are made with a consideration for compliance with all laws and regulations of the University and state and federal governments concerning acquisitions of museum items. Generally, the Museum will ~~only~~ accept only items whose ownership has been transferred to the Museum or the University.

The policy also deals with the documentation that is required for acceptable collection management, the steps that must be followed if items are to be removed from the collection, and regulations pertaining to transfer of items from the Museum to other organizations within the University. The President of the University is authorized to make future operating changes in the policy that do not significantly change the role, mission, or structure of the Museum. (RM, 4-11-85, p. 18363, edited; 6-13-91, p. 22469, edited; 3-29-00, p. 26909)

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<sup>47</sup> Recommend placing this with other student-related policies.

3.5.7—OKLAHOMA GEOLOGICAL SURVEY<sup>48</sup>

The law places the ~~governance~~ and control of the Oklahoma Geological Survey under the Board of Regents of ~~The University of Oklahoma~~. In the administration of the said Survey, the Director shall bear the same relation to the President of ~~the University~~ as the deans of the several schools and colleges in the University, and all communications and recommendations to the Board of Regents from the Director, and all communications and recommendations from the Board of Regents to the Director, shall be transmitted through the President of ~~The University of Oklahoma~~. (RM, 6-6-27, p. 284)

The general administrative officers of the University, such as the Vice Presidents, the Director of Purchasing, the Controller, the Accounting Office, the Bursar, the Physical Plant Department, and other officers of general administration have the same relation to the Survey that they have with other departments, colleges, or divisions of the University. (RM, 9-10-53, pp. 4693-94)

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<sup>48</sup> Omit, or include all other surveys— the Climate, Biological, Archaeological, etc.

## SECTION 4 - FINANCE & MANAGEMENT

The Board of Regents is constitutionally vested with the governance of the University. Within its authority is the governance of all finance and management matters, including without limitation, investment; collections; contractual authority; acquisition, development, and disposition of property; financial aid; financial emergency; and buying and selling goods and services. Specific provisions pertaining to finance and management and related matters may be set forth in the Faculty and Staff Handbooks, student handbooks such as the Student Code of Responsibilities and Conduct for the Norman Campus, University Guide to Services, and/or other official policy documents of the respective campuses. Any modification to a Board of Regents policy in the policy documents referred to above or elsewhere must be made through action of the Board of Regents

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### 4.1 — INVESTMENT OF TEMPORARILY IDLE CASH SHORT-TERM INVESTMENT POLICY

The investment procedures described below are intended to govern the process of investing funds of ~~The University of Oklahoma~~ under the constitutional and statutory authority of the Board of Regents of ~~The University of Oklahoma~~.

In order to maximize the return on investments, the Vice Presidents for Administrative Affairs at the Health Sciences Center and Norman campuses, or their respective designees, ~~may shall~~ invest all allowable funds of the ~~institution~~ University that can be invested for and on behalf of ~~The University of Oklahoma~~ Board of Regents. Such funds shall include all monies on deposit in the Agency Special Accounts (including, but not limited to, payroll trust funds, funds transferred to construction accounts, and travel trust funds), Treasury Funds, and Agency Relationship accounts (including, but not limited to, funds which are advanced by granting agencies as directed by conditions required by the terms of the contract or grant or as required or permitted by terms of a bond resolution or donor requirement) that are not required to be invested by the State Treasurer.

The Vice Presidents, or their respective designees, shall establish procedures to sufficiently analyze the cash flow requirements of the ~~institution~~ University and determine the amount of funds to be invested and the time period of the investment(s). Said procedures shall address liquidity, diversification, safety of principal, yield, maturity and quality and capability of investment management (with primary emphasis on safety and liquidity), reporting and documentation of investments, ~~the~~ selection of financial institutions, and competitive bidding. Allowable instruments shall include those permitted for investment of ~~s~~ State monies, as enumerated in Section 89.2(a) of Title 62 of the Oklahoma Statutes provided by Oklahoma law. Allowable monies may be invested through the Office of the State Treasurer or, provided a higher return on the investment can be earned, with other financial institutions. ~~The respective~~ Vice Presidents will periodically analyze market conditions and evaluate the investment performance of the State Treasurer's office.

Interest income from investments made by the State Treasurer shall accrue to the ~~institution's~~ University's Agency Special Fund or fund from which the investment was made, in accordance with the

provisions of ~~Section 3906 of Title 70 of the Oklahoma Statutes~~. The Vice Presidents shall deposit all interest income into the original accounts generating the principal invested, as required by the terms of the specific grants or contracts or as required by terms of bond resolutions, donor requirements, federal regulations, or other ~~University of Oklahoma Board of Regents'~~ policy statements. Interest accrued by the investment of pooled funds shall be distributed in accordance with the needs determined by the President and reported to the Board of Regents annually. The University officials designated above shall ensure that required procedures and records are maintained and available for audit by internal, external, and State auditors. (RM, 4-19-50, pp. 3467-8; 10-10-57, pp. 5809-10; 2-8-73, pp. 11980-81; 6-10-82, p. 17031; 12-20-89, p. 21516; 5-9-90, p.21771; 3-29-00, p. 26909)

## 4.2—DEBT POLICY<sup>1</sup>

The issuance of debt shall be in accordance with the Board of Regents' authority to issue said debt, as provided by state law. All debt shall be secured in accordance with Oklahoma law and the administrative rules of the Council of Bond Oversight. Debt is defined to include all current (short-term) and long-term obligations, guarantees, and instruments that have the effect of committing the University to future payments. Generally, debt obligations encompassed by this policy will take the form of bonds, notes, loans, or capital leases (including use of the State of Oklahoma's Master Lease-Purchase Program).

### 4.2.1—PHILOSOPHY

Debt, especially tax-exempt debt, provides a low-cost source of capital for the University of Oklahoma to help fund needs required to achieve its mission and strategic objectives.

The University believes that appropriate financial leverage serves a useful role and should be considered a long-term component of the University's balance sheet. Just as investments represent an integral component of the University's assets, debt is viewed to be a continuing component of the University's liabilities.

Debt as a source of capital is not limitless. Even the wealthiest institutions are constrained by the amount of capital projects that can be supported without jeopardizing long-term strategic objectives. Therefore, not every desirable project can nor should be financed by the University. However, fulfilling the University's mission is paramount, which, in turn, will drive capital decisions that impact the University's credit.

This policy provides a framework within which decisions will be made regarding the use of debt to finance particular capital projects that help the University achieve its strategic objectives.

### 4.2.2—COMPONENTS

- 1) Provide funds to support the University's capital needs while achieving the lowest overall cost of capital.

Part of the University's success is attributable to prudent and timely capital investments made to sustain and enhance its growth in research, and in clinical, educational, and student service facilities. The University's administration and Board of Regents must continue to have the ability to make judgments as to the wisdom and timing of such investments. It is prudent to achieve these ends at the lowest capital costs.

- 2) Use selected financial ratios with specific targets to ensure that the University continues to operate within appropriate financial bounds while achieving its core mission and responding to changes in the market.

Use of key financial ratios provides the University's administration and Board of Regents with feedback and assurances that the University is not exceeding its desired use of debt (credit) capacity. The University will prioritize projects in light of the limited available funding resources.

- 3) Determine affordability of projects and allocate funds to meet the University's objectives.

A fundamental determinant of the use of debt financing for a project will be the ability of the division that enjoys the benefit of the project and the University to afford it. Each project using debt must be supported by an achievable financial plan that includes servicing the debt, meeting any new or increased operating costs, and maintaining an acceptable debt service coverage ratio. The development and review of the financial plan by management will be explicit and detailed.

Generally, the following guidelines will be used, although they are not intended to be all-inclusive. The Chief Financial Officer (Norman) and the Controller (Health Sciences Center) will make recommendations to the Vice Presidents of Administrative Affairs regarding the uses and amounts of debt to be issued, for ultimate approval by the President and Board of Regents.

- A. Only projects that relate to the University's mission (e.g., academic teaching, clinical research and creative/scholarly activity, and professional and University service and public outreach development, continuing education or necessary support services or activities) will be considered for debt financing.
- B. Much of the University's current strength is founded in the philanthropy of individuals, corporations, and foundations that enable the University to build programs, construct and renovate facilities, and aid students. It is expected that gifts will continue to be a major source of financing the University's facilities.

In assessing the strategic use of debt, all possible revenue sources will be considered. The fraction of a project's cost financed by debt will vary from project-to-project. However, philanthropy, project-generated revenues, ~~F~~ederal and ~~S~~tate grants, expendable reserves, and other sources are expected to finance a portion of the cost of a project.

- 4) Provide the Board of Regents with adequate materials for oversight of the University's entire debt portfolio, including not only direct obligations issued by the University, but also any other transactions (e.g., off balance sheet financings) that ~~impact~~ affect the University's credit and debt capacity.

To fulfill ~~their~~ its respective fiduciary responsibilities, it is essential that the Board of Regents and ~~a~~administration know the extent of debt obligations of the University.

The Board of Regents and ~~A~~administration's debt oversight responsibilities are supported and enhanced by shared oversight provided by the State Legislature, Oklahoma State Regents for Higher Education, Council of Bond Oversight, rating agencies (i.e.e.g., Standard & Poor, Moody's, ~~and/or~~ Fitch), and credit enhancement insurers (such e.g., AMBAC or MBIA). In addition, Bond Counsel and Financial Advisor services will be retained to assist in the development and marketing of financial plans underlying debt issues.

- 5) Maintain the highest acceptable credit rating that will permit the University to continue to use debt and finance capital projects at favorable interest rates while meeting its strategic objectives.

Bond rating agencies help to maintain the confidence of the public and purchasers of debt regarding the ability of an issuer to service and repay bonds, loans, and/or notes. The University recognizes its responsibility to keep the rating agencies advised of its objectives, strategies, and financial status. The University's administration will provide the rating agencies with full and timely access to the information they it needs.

This debt policy requires full and timely financial information. To that end, the University will report throughout the fiscal year on the basis of generally accepted accounting practices.

#### 4.2.3—KEY FINANCIAL RATIOS

This particular ratio has been selected relying on key items in the University's financial statements and each project's detailed financial plan. It is a critical measure used by the rating agencies in evaluating the ability of an issuer to service and repay debt. Additionally, the University may elect to monitor other selected ratios (if suggested by rating agencies) to provide further information regarding the University's financial performance. The target for this ratio will be used as a guidepost, not a firm boundary, and, ~~thus,~~ will be interpreted with some flexibility.

#### 4.2.4—DEBT SERVICE COVERAGE RATIO

$$\text{Debt Service Coverage Ratio} = \frac{\text{Excess of Project Operating Revenues} + \text{Depreciation} + \text{Interest}}{\text{Annual Principal} + \text{Interest (Debt Service)}}$$

The Debt Service Coverage Ratio measures the excess operating revenues, depreciation, and interest payments relative to annual principal and interest payments. This ratio provides a measure of the project's net income stream (excluding depreciation and interest) available to meet its debt service obligations.

The target for this ratio is project specific. On a project-by-project basis, the target for this ratio is to be no less than 1.25X.

The University of Oklahoma recognizes and embraces the fact that financial leverage (debt), when used strategically, serves an integral role in helping to fund the capital needs required to achieve its mission and strategic objectives. To that end, future debt management decisions are to be evaluated within the framework guidelines included in this policy. ~~statement~~ (RM, 1-4-62, p. 6982; 3-29-00, p. 26909)



### 4.3—DEFICIT POLICY

Deficits in University accounts are not permitted. Accounts should be reviewed monthly by sponsors, Deans/Directors, and Vice Presidents to ensure that deficits do not occur. If a deficit is projected or indicated, immediate action should be taken to prevent or correct the problem. In all cases, Vice Presidents are ultimately responsible for the financial management of accounts within their area(s) of responsibility.

If circumstances occur which require a temporary deficit for a special purpose, an explanation and plan for repayment must be fully documented by the appropriate Vice President and submitted to the President or President's designee and appropriate Vice Presidents for Administrative Affairs for review and approval. All deficits are to be thoroughly investigated and resolved in a timely manner; however, corrective action plans are to be submitted only for deficits of \$50,000 or more that have an anticipated duration of 180 days or more.

If a deficit is reflected in an educational and general account on the June 30 financial reports, the departmental appropriation for the succeeding fiscal year will be reduced by the amount of the deficit.

In accordance with the Board of Regents' policy, no auxiliary enterprise or service unit is permitted to operate using unauthorized borrowing from other units. This is intended to include including, without limitation, operating in an unauthorized cash deficit position. If a deficit occurs or is anticipated, a short-term working capital loan must be authorized by the Controller's Office.

For purposes of this policy, an account is a distinct budgetary or cash grouping of specific funds. Alpha and/or numeric references are assigned to identify accounts within the University's accounting systems. All University fund groups are subject to this policy. Although salaries, wages, and other account or object categories should be closely monitored, this policy only applies only to the total budgetary or cash balance for each account. Accounts that have been established by the Controller's Office for the purpose of institutional University clearing or suspense functions are not subject to this policy.

## 4.4—INTERMEDIATE TERM CASH MANAGEMENT POLICY

In recognition of multiple cash management responsibilities, the Board of Regents (hereafter referred to as the "Board") has adopted the following statement of investment policy to deal with intermediate term funds (ITFs). This policy will establish the investment strategies and guidelines to be used in the management of ITFs that are defined as excess funds above the funds required for the normal operations of the University of Oklahoma (hereafter referred to as the "University") and are otherwise available for investment with a two- to five-year time horizon. Operating funds and the reserves needed for short term (less than two year needs) shall be invested in accordance with the University's and State Treasurer's short-term investment policy.

The investment of these ITF assets will be limited to those securities, strategies, and advisory firms that adhere to the standards of this ITF investment policy statement, and which meet all other relevant legal, ethical, and fiduciary standards.

### 4.4.1 PURPOSE OF STATEMENT

The purpose of the account in which these ITF assets are invested (hereafter referred to as the "Intermediate Term Funds Account" or "ITF Account") is to enhance the yield (return) on cash investments of the University. Accordingly, the purpose of this statement is to establish a written policy for the investment of the ITF Account assets, in order to achieve a greater return than would otherwise be obtained in the short-term cash fund.

### 4.4.2 OBJECTIVES OF INTERMEDIATE TERM FUNDS ACCOUNT

The objectives of the ITF Account are to generate a greater return on assets than that of the short-term fund while maintaining similar quality and liquidity. The significant difference is to extend maturities of the investments to between two and five years. Interest, dividends, and other monies earned shall be reinvested in the ITF Account until such time the University's Chief Financial Officer or Controller requests transfer to another University account. Such transfer will be made within three business days of the request.

As more fully defined in Section IV, below, the ITF Account shall pursue a strategy of broad diversification. Investments will be made in investment-grade securities only within the three highest rating categories. A dollar weighted average maturity of three years or less will be maintained.

### 4.4.3 SECURITY TYPES

Specific securities will be selected from the following Security Types with weighting adjusted to take advantage of market opportunities:

- U.S. Treasury Securities
- U.S. Government Agency Securities
- Corporate bonds and notes
- Investment-grade corporate securities are traditionally defined as 3A/3B

- Rated 3A/A- = Permitted
- Rated BBB = Excluded
- Mortgage-backed securities, including CMO's
- Commercial paper
- Money market mutual funds and other cash equivalents

#### 4.4.4 INVESTMENT MANAGER(S) APPOINTED

ITF assets will be managed by an Investment Management fiduciary appointed by the Board of Regents who will be responsible for the oversight of the entire portfolio. The Investment Management fiduciary will normally be the same as the Board of Regents' appointed Regents' Fund Investment Manager. Similarly, the Investment Management fiduciary will normally be compensated using the same fee structure as provided for in the Regents' Fund. The fee structure will be reviewed periodically based on performance and industry standards.

#### 4.4.5 PERFORMANCE STANDARDS

In the prudent exercise of its fiduciary responsibility, the University intends to regularly assess the Fund Investment Managers' performance and to report such assessment to the Board of Regents, with more formal evaluations to occur every two years. By taking into account relevant measures, the following is the general measure established by the University:

**Composite ITF** results should exceed the return of the two-year U.S. Treasury note.

In fulfilling ~~their~~ its fiduciary responsibility to periodically review and report to the Board of Regents the results achieved by the Investment Manager, the University will not base its judgments regarding a manager's suitability solely on the results of a relatively short time period. This objective shall be measured over annualized, rolling one-, three-, and five-year time periods.

In evaluating a manager, factors for consideration include, but are not limited to, substantive changes in investment strategy, portfolio structure, and market value of the assets, as well as significant changes in ownership, organizational structure, financial conditions, and senior personnel staffing at the firm. The Fund Investment Manager shall meet regularly, or as reasonably expected, with interested parties representing the University and the Board of Regents.

#### 4.4.6 DUTIES AND RESPONSIBILITIES

The University, as fiduciary, is responsible for the general administration of the ITF Fund Account. These responsibilities include the following specific duties, which may be undertaken by the University or delegated to appropriate committees of the Board of Regents, staff, or outside parties.

- Comply with and fulfill all aspects of pertinent State and federal laws, regulations, and rulings that relate to the investment process; to ensure that fund assets are well managed.
- Review and evaluate the results of the Fund Investment Managers against the established performance standards, and review the Manager structure to confirm the continued suitability of the Managers, given the fund's overall investment objectives and risk levels.

- Take whatever corrective action is deemed prudent and appropriate when an Fund Investment Manager or any fiduciary fails to perform against established policy objectives and guidelines.
- Select a custodian to account for and custody fund assets, as necessary and appropriate.

The Fund Investment Manager, as a fiduciary retained by the University, is responsible for the prudent and careful management of assets under its direction. These responsibilities include the following specific duties.

- Accept assets as directed by the University; and exercise complete investment discretion within the guidelines assigned to them.
- Invest assets in various funds and/or separately managed portfolios, so long as they adhere to Section ~~IV.4~~ above, at the discretion of the Fund Investment Manager. Consistent with this Statement of Investment Policy, the Fund Investment Manager has full investment discretion over the assets under its control with respect to asset mix; and security selection, so long as they adhere to Section ~~IV.4~~ above; and timing of transactions.
- Supply statements of activity to the University at least quarterly, including a detailed description of time-weighted rates of return, asset allocation, and portfolio strategy and characteristics.
- Provide, at least annually, audited financial statements of any pooled or collective trust fund in which fund assets are invested.
- Exercise any and all voting rights that relate to ~~their~~ its role under this Statement of Investment Policy, with the intent of fulfilling the investment policies and objectives of the fund.
- Inform the University of any significant matters affecting the Fund Investment Manager and its ability to manage the fund's assets; such matters may include, but are not be limited to, substantive changes in investment strategy, portfolio structure, and market value of the assets, as well as significant changes in ownership, organizational structure, financial conditions, or senior personnel staffing.
- Meet periodically with the University and the Board of Regents to review the portfolio and investment results within the context of this Statement of Investment Policy.
- Provide advice, assistance, reports, research, and other such services as the University and the Board of Regents may reasonably expect from the Fund Investment Manager.

#### 4.4.7 REVIEW OF INVESTMENT POLICY STATEMENT

The Board of Regents will periodically review ~~the investment~~ this policy statement in detail.

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<sup>4</sup>Are words missing?

## 4.5—OBLIGATION AND COLLECTION OF STUDENT FEES<sup>2</sup>

Tuition and fees and other fees for special educational services are due prior to the first day of class. The University's administration shall establish and publish a deadline when tuition and fees are payable, after which the payment may be subject to a service/late payment charge.

### 4.5.1—ADD/DROP PERIOD

Changes of schedule may be made during the first two weeks of a regular semester ~~term~~ and the first week of a summer ~~semester~~ term with appropriate drop and add charges and charge removals.

### 4.5.2—LATE PAYMENT

Late payment will require payment in full ~~as well as~~ and will be subject to a service/late payment charge in an amount determined and published by the ~~institution~~ University.

The following procedures modify and clarify existing practices of the University governing financial obligations incurred by students, including both initial payments and delinquent debts. These procedures may be categorized as:

- Obligation and collection of ~~registration~~ tuition and fees
- Obligation and payment of other charges and fees
- Insufficient funds checks
- Delinquent housing payments

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### OBLIGATION AND COLLECTION OF REGISTRATION TUITION AND FEES

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- 1) A financial obligation is incurred at the time a student elects to register. Registration may be canceled without financial obligation at any time before the scheduled first day of classes or during ~~During~~ the first two weeks of a regular semester or first week of a summer ~~session~~ term. ~~students may register or add classes with an additional fee.~~
- 2) Students may pay fees in the Bursar's Office beginning one week prior to the first day of the fall or spring semester or the first day of the summer ~~session~~ term. Monthly statements will be prepared and mailed prior to the fee payment deadline. Failure to receive a statement will not exempt a student from late penalties. It is the student's responsibility to determine his/her financial obligation and how it is to be met.

- 3) To avoid penalties and/or service charges, students are required to pay all tuition and fees in total prior to the date designated ~~in the Class Schedule Bulletin by the office of the Bursar's Office~~ as the last day to pay tuition and fees without penalty. At the time of ~~registration enrollment~~, students will receive detailed ~~instructions as to when fees are due, what the late payment penalties are and the consequences of non-payment.~~ information regarding tuition and fee payment.
- 4) Students may pay their tuition and fees in four payments during each ~~F~~fall and ~~S~~spring semester, ~~as shown in the Class Schedule Bulletin.~~ These payments are subject to the service charge as defined in ~~paragraph (5) below.~~ Students who do not pay their tuition and fees during the period noted above will be considered to have delinquent accounts. The ~~Bursar's Office~~ will send "Overdue Notices" directly to the students when their tuition and fees are not paid on time.
- 5) Students will be charged a monthly service charge on any unpaid balance on their student accounts receivable that is one ~~month~~ billing cycle past due. The monthly service charge rate is published ~~in the Class Schedule Bulletin by the office of the Bursar's Office~~ each semester. The minimum monthly service charge shall be \$.50.

Service/Late Payment Charges may be waived if the University, through its action or inaction, has caused the payment for tuition and fees to be made beyond published deadlines or if there are extraordinary circumstances (e.g., death in family, serious illness, accident, etc.) which result in the student's tuition and fees not being paid by the published deadlines. The extraordinary circumstances must be an event which the student could not reasonably control or foresee. Extraordinary circumstances do not include reasons such as failure to receive a bill, not having the funds to pay, car payment or ~~rent~~ other payments due, or other reasons which could be reasonably controlled by the student. Students requesting a waiver of the Service/Late Payment Charges due to an extraordinary circumstance should submit a written request to the Bursar fully describing the circumstances ~~and including~~ and including copies of supporting information. Requests for waivers should be submitted prior to the published deadline for tuition and fee payment whenever possible. The Bursar shall review the request and supporting documentation and determine whether a Service/Late Payment Charges waiver is to be made. In addition, students requesting Service/Late Payment Charges waivers should contact the Office of Financial Aid to determine if the extraordinary circumstance makes them eligible for aid from any of the University's financial aid programs. Students paying tuition and fees with financial aid must obtain a Service/Late Payment Charges waiver from the Office of Financial Aid. Eligibility for this waiver will be determined by the Office of Financial Aid.

- 6) Students with outstanding ~~registration tuition and fees~~ not in conformance with items 3 or 4 above at the beginning of any enrollment period will not be permitted to enroll. The ~~Bursar's Office~~ will notify the Registrar of the names of those students with outstanding ~~registration tuition and fees.~~ Except for STOPS on students' accounts that have been referred to the University's Legal Counsel Office, the Bursar or ~~his or her~~ designee may remove enrollment STOPS as an exception to this policy when, in the ~~judgement~~ judgment of the ~~Bursar or his or her designee,~~ there are ~~extenuating extraordinary circumstances which prohibited prevented the students from paying outstanding registration tuition and fees.~~ A quarterly report of STOPS removed due to ~~extenuating extraordinary circumstances shall be submitted available to the~~

University's Legal Office and to the Office of the President. This report shall include, as a minimum, the student's name; ~~the extenuating circumstance~~ and the dollar value of the STOPS removed.

- 7) Until and including the last day of final examinations, students may pay their delinquent accounts by paying tuition and fees for all of their original enrollment plus the service charge noted in ~~item 5~~ above. Students settling their delinquent accounts after the last day of final examinations will be charged an additional penalty over and above charges for delinquent accounts noted above. The amount of the additional late payment charge is published in ~~the Class Schedule Bulletin~~ each semester.
- 8) The Bursar's Office will notify the Registrar of the names of those students whose tuition and fees are not paid by the last day of classes so that the Registrar can withhold the reporting of their final grades.
- 9) ~~Students can withdraw from courses only with the permission of the instructor (and deans when necessary) as per current policies and procedures. Withdrawal from classes does not relieve students of their financial obligation to the University. Students who register in classes and decide not to attend without canceling their registration prior to the first day of classes and students who decide to quit attending classes without withdrawing will be charged 100% of the registration fees due the University. Withdrawal from classes after the first two weeks of a fall or spring semester and/or first week of a summer semester term does not relieve students of their financial obligation to the University, and these students will be charged 100% of the tuition and fees due the University.~~
- 10) Those students who ~~may~~ wish to pay tuition and fees to reinstate ~~for~~ a semester or summer term after the last day of finals for that session must be referred to the Vice Provost for Instructional Services on the Norman Campus or the Vice Provost for Educational Services on the Health Sciences Center campus for a final decision. The basic posture ~~would be~~ is that retroactive reinstatement ~~would~~ may be allowed only in cases where it can be established that the University somehow contributed to the student's late payment by some error on its part. Students requesting to be retroactively enrolled or added for prior semesters will be charged the ~~enrollment~~ tuition and fee rates in effect for the current semester plus applicable late fees and service charges.

Regardless of when a student pays tuition and fees, payment for the entire enrollment is required. Selective course payment ~~will~~ is not be possible.

- 11) All payments for delinquent accounts must be made in cash; ~~or by~~ cashier's check or money order.

#### OBLIGATION AND PAYMENT OF OTHER CHARGES AND FEES

- 1) Fines, charges, or other miscellaneous fees become a financial obligation of the student at the time they are levied or assessed.

- 2) These charges will be periodically added to the central student accounts receivable maintained by the Bursar's Office.
- 3) Payment or satisfactory adjudication of all existing charges may be made at any time. If not paid prior to payment of tuition and fees, all other charges and fees are immediately due, and payment must be made when tuition and fees are paid.
- 4) Miscellaneous charges incurred during the remainder of the semester will be billed to the student on a monthly basis.
- 5) Delinquent payment of charges will not constitute grounds for withdrawal. The charges will be carried forward to the next semester, at which time all fees and charges must be cleared prior to any new enrollment. Except for STOPS on students' accounts that have been referred to the University's Legal Counsel Office, the Bursar or his or her designee may remove enrollment STOPS as an exception to this policy when, in the judgment of the Bursar or his or her designee, there are extenuating extraordinary circumstances which prohibited prevented the students from paying outstanding fees and charges. Students leaving the University will find have their official records and transcripts tagged, and these records will not be released to other persons, institutions, or agencies until all debts are paid.

#### INSUFFICIENT FUNDS CHECKS

By contractual arrangement, all returned checks are purchased by ~~the Norman Merchants Alert Check Collection Service~~, a contracted agent. The Service agent will contact the writer of the check for the amount indicated plus a \$10.00 published service charge. If the check remains uncollected for four to six weeks, it is returned to the University and ~~the student is withdrawn~~ charged back to the student's account or returned to the originating department. The University reserves the right to withdraw students for uncollected checks.

#### DELINQUENT HOUSING PAYMENTS —~~NORMAN CAMPUS ONLY~~ ~~\*\*PLEASE NOTE—THIS~~ MAY NOW EXTEND TO HSC

A financial and legal obligation is incurred when a student or ~~their~~ the student's parent signs a housing contract. The contract specifies the payment procedures.

The Director of University Housing and Food Services shall establish, publish, and maintain policies and procedures to ensure the collection of University Housing and Food Services obligations in accordance with housing and food service contracts. Said policies and procedures shall include the use of both internal and external collection offices and the University's Legal Counsel when appropriate.

The Vice Presidents for Administrative Affairs or ~~the Vice President's~~ their designees ~~\*\*Please note:~~ this may need to change will be responsible for the supervision and enforcement of the procedures set out herein.

All questions arising about financial obligations should be directed to the Bursar's Office. If the question concerns the student's enrollment, verification of registration records will be performed and, if necessary, financial obligations adjusted. If the question concerns miscellaneous charges and fines or fees,



satisfactory adjudication must be obtained from the charging department. If it is evident that a problem developed as a result of an error in the University administrative processes, payment and reinstatement will be permitted without additional late charges or penalties. (RM, 3-18-82, p. 16896; 2-12-86, p. 18852; 1-16-89, p. 20839; 6-14-90, p. 21842; 9-5-90, p. 21982; 7-27-93, p. 23478; 6-25-97, p. 25474; 3-29-00, p. 26909)

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#### LEGAL ACTION TO COLLECT ACCOUNTS

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The Board of Regents delegate the authority to the President of the University to authorize the Office of Legal Counsel to institute suit in the name of the Board of Regents of The University of Oklahoma to collect accounts due and owing to the University; and further, the authority to compromise or settle said suits upon such terms and conditions as the President- General Counsel believes to be in the best interests of the University. (RM, 12-9-71, pp. 11277-78)

The University Collection Division, under the authority of the Office of Legal Counsel, is responsible for recovery of delinquent student accounts receivable and student loans that require litigation or collection agency referral. The service and authority includes all University campuses.

## 4.6—FEE REFUND POLICY

The refund policy for tuition and fees (except for Title IV recipients) collected from students at The University of Oklahoma shall be included in the published eClass sSchedule. Policies related to College of Continuing Education and College of Liberal Studies may differ because of short courses and accelerated courses formats. Refund policies for activities of these two colleges will be published in the colleges' class schedules, program brochures-, and relevant websites.

The refund policy with respect to tuition and fees collected from students at The University of Oklahoma shall be in accordance with the Oklahoma State System for Higher Education Refunds of Tuition and Fees policy as follows:

### **WITHDRAWAL FROM THE INSTITUTION**

The refund policy for tuition and fees (except for Title IV recipients who are first-time attendees) collected from students at The University of Oklahoma shall be as follows:

- ~~Refund for students withdrawing from the institution during the first week (one to five class days) of a regular semester, or during the first two class days of a summer term~~ 80%
- ~~Refund for students withdrawing from the institution during the second week (six to ten class days) of a regular semester, or during the third and fourth class days of a summer term~~ 50%
- ~~Refund for students withdrawing from the institution during the third week (eleven to fifteen class days) of a regular semester, or during the fifth class day of a summer term~~ 25%
- ~~Students withdrawing after the third week (fifteen class days) of a regular semester, or after one week (five class days) of a summer term~~ No Refund

Complete withdrawals from the institution during the defined refund period (first ten days of classes in the Fall and Spring semesters, first five days of classes in the Summer semesters) will result in full charges of courses added and full credit for courses dropped. No refunds will be made after the refund period except as stipulated for enrollment of Title IV recipients.

The refund policy for tuition and fees collected from Title IV recipients who are first-time attendees at The University of Oklahoma shall be as follows (less an administrative fee not to exceed the lesser of 5 percent of the gross tuition, fees, room and board, and other charges assessed the student, or \$100)

- ~~Refund for the students withdrawing from the institution during the first week (One to five class days) of a regular semester~~ 90%
- ~~(First week of an 8-week summer session)~~ 80%
- ~~(First 2 days of a 4-week summer session)~~ 90%
- ~~Refund for students withdrawing from the institution during the second week (six to ten class days) of a regular semester~~ 80%
- ~~(Second week of an 8-week summer session)~~ 70%
- ~~(Third and fourth days of a 4-week summer session)~~ 80%
- ~~Refund for students withdrawing from the institution during the third week (eleven to fifteen class days) of a regular semester~~ 80%
- ~~(Third week of an 8-week summer session)~~ 60%
- ~~(Fifth and sixth day of a 4-week summer session)~~ 70%
- ~~Refund for students withdrawing from the institution during the fourth week (sixteen to~~ 70%

twenty class days) of a regular semester	
➤ (Fourth week of an 8-week summer session)	50%
➤ (Seventh and eighth day of a 4-week summer session)	60%
➤ Refund for students withdrawing from the institution during the fifth week (twenty-one to twenty-five class days) of a regular semester	70%
➤ (Fifth week of an 8-week summer session)	40%
➤ (Ninth and tenth day of a 4-week summer session)	50%
➤ Refund for students withdrawing from the institution during the sixth week (twenty-six to thirty class days) of a regular semester	60%
➤ (After the fifth week of an 8-week summer session)	No Refund
➤ (Eleventh and twelfth day of a 4-week summer session)	40%
➤ Refund for students withdrawing from the institution during the seventh week (thirty-one to thirty-five class days) of a regular semester	50%
➤ (After the twelfth day of a 4-week summer session)	No Refund
➤ Refund for students withdrawing from the institution during the eighth week (thirty-six to forty class days) of a regular semester	50%
➤ Refund for students withdrawing from the institution during the ninth week (forty-one to forty-five class days) of a regular semester	40%
➤ Refund for students withdrawing from the institution during the tenth week (forty-six to fifty class days) of a regular semester	40%
➤ Refund for students withdrawing after the tenth week of a regular semester	No Refund

For the purposes of this refund policy, a student is considered a "first-time attendee" only for the first semester or term in which the student enrolls at an institution.

Any student receiving Federal Title IV funds will be subject to the following policy regarding return of Federal title IV funds: The University and the student will be required to return to the federal aid program the amount of aid received that was in excess of the aid "earned" for the time period the student remained enrolled.

The percentage of the semester completed is the percentage of aid earned. This is calculated by the number of days the student attended divided by the number of the days in the semester.

Students who remain enrolled through at least 60% of the payment period (semester) are considered to have earned 100% of the aid received and will not owe a repayment of Federal Title IV funds.

Monies will be returned to Title IV programs and not to recipients.

**WITHDRAWAL FROM CLASSES**

**CLASS SCHEDULE CHANGES**

~~Changes in schedule during the drop/add period (first two weeks of a regular semester/term, first week of summer semester/term) will result in full charges for courses added and full refund/reduction of charges for courses dropped. Refunds will not be made for withdrawal from classes after the defined add/drop period. Appropriate add/drop charges may be assessed at the institutional level.~~

~~Students may add courses for the first week of fall/spring semesters, and they may drop courses for the first two weeks of fall/spring semesters. Students may add and drop courses the first week of summer semesters. Courses added after this defined period require instructor and/or departmental special permission. Changes in schedule during the defined add/drop period will result in full charges for courses added and full reduction of charges for courses dropped. Reduction of charges will not be made for withdrawal from classes after the defined add/drop period. Appropriate add/drop charges may be assessed at the institutional level.~~

**FEES APPLICABLE ONLY FOR CURRENT SEMESTER**

~~Fees are applicable only for the current semester. If a student withdraws and is entitled to a refund, the amount of the refund cannot be carried forward as a credit to a subsequent session. (RM, 5-13-71, p. 10933; 6-14-90, p. 21841; 4-7-93, p. 23308; 3-29-00, p. 26909)~~

## 4.7—SCHOLARSHIP AND FINANCIAL AID INFORMATION

To facilitate the responsibilities charged to the University's Scholarship Committee in Financial Aid Services, all scholarship and financial aid information and resources awarded (~~delete wherever located~~) from any college, department, office, or other University-related entity are to be reported to the Office of Financial Aid Services (~~delete Committee~~) in a complete and timely fashion. (RM, 3-22-88, p. 20152)

## 4.8—AUXILIARY ENTERPRISES / SERVICE UNITS

For purposes of this policy, Auxiliary Enterprises and/or Service Units are business type activities in that they charge fees to recover the cost of the goods and/or services provided. Auxiliary Enterprises market and sell their goods and/or services primarily to party's-parties external to the University. In contrast, Service Units market and sell their goods and/or services primarily to parties internal to the University.

Although there are a multitude of business and quasi-business type activities (such as recharge centers and activities designed primarily to meet the needs of educational activities) business-type activities operating at the University, this policy is intended to apply only to "major" revenue producing activities.

As major business type activities, each Auxiliary Enterprise and/or Service Unit is to develop, maintain, and operationalize-implement prudent business practices including, but not limited to:

- A comprehensive procedure manual documenting applicable policies, procedures, standards, and other administrative and operating criteria;
- Formal procedures for outlining operating philosophy and pricing criteria. The underlying procedures must include the processes for evaluating costs and determining prices, fees, charges, etc;
- The development of budgets, operating plans, and prices to include the funding of reserves for renewals and replacements, required debt service, planned capital improvements, and general operating contingencies; and,
- Periodic reporting of financial activities, prepared in accordance with Generally Accepted Accounting Principles, to the Vice President for Administrative Affairs, President, and Board of Regents.

The Vice Presidents for Administrative Affairs or his/her-their designees will articulate and publish prudent business practices for all major business type activities.

No Auxiliary Enterprise or Service Unit with annual sales (projected or actual) of \$100,000 or more will may be created without the approval of the President and the Board of Regents. Creation of No Auxiliary Enterprises and/or Service Units with annual sales of less than \$100,000 shall be created without the approval by of the President or his/her designee. Deletion of any No Auxiliary Enterprises and/or Service Units may be deleted without the approval of approved by the President or his/her designee. In those circumstances where closure will result in significant financial or other institutional impact, Board of Regents notification is also required. Fund balances remaining on deposit in closed Auxiliary/Service Unit operations following the settlement of all known liabilities and/or claims should be transferred into the University's Auxiliary/Service Unit Reserve Account(s).

The primary responsibility for managing each unit shall be with the operating manager of each Auxiliary Enterprise and Service Unit and their respective Dean/Ddirector and Executive Officer. Each operating manager shall develop annual budgets and monitor the financial status of the entity. These financial-oriented functions shall be periodically reviewed and approved by the Dean or Director in the

~~organization structure applicable to the entity. The Controller shall be responsible for the overall fiscal monitoring of all Auxiliary Enterprise Entities and Service Units including, along with the respective operating manager, an assessment of the potential impact of any current unrelated business income regulations.~~

~~Each Auxiliary Enterprise and Service Unit shall develop a comprehensive procedure manual documenting the policies, procedures, standards, and other administrative and operating criteria applicable to each unit. This manual should be maintained on a current basis and made available on request to internal and external auditors and the Controller's office.~~

~~University of Oklahoma Auxiliary Enterprise and Service Units should be charged for a share of general administrative expenses as well as their direct operating expenses, including debt service and provisions for renewal and replacement of fixed assets used in the operation of the unit. The Controller's Office shall periodically calculate the overhead rate to be charged each Auxiliary/Service Unit. The overhead rate shall be approved by the President. The overhead charge shall be assessed each unit on the basis of the gross revenue generated by the operations of the unit. Overhead will not be assessed on Auxiliary/Service Unit revenues derived from budgeted Educational and General allocations and overhead support.~~

~~Auxiliary Enterprises and Service Units shall develop formal documented procedures outlining their operating philosophy and pricing criteria. The procedures must include the processes for evaluating costs and determining prices, fees, charges, etc. In conjunction with the development of each unit's annual operating budget, a "Schedule of Charges" must be prepared and approved by the appropriate budget unit head and the appropriate executive officer. Any necessary revisions to the annual "Schedule of Charges" shall follow the same review and approval procedures.~~

~~Auxiliary Enterprises and Service Units shall develop budgets and prices to include the funding of reserves for renewals and replacements, required debt service, planned capital improvements, and general operating contingency reserves. The amount of each reserve shall be determined by the nature of the reserve.~~

~~**Renewal and Replacements**—Should be based upon replacement cost or depreciation schedules for fixed assets used in the operations of the unit. As a general guideline, minimum annual additions to this reserve should approximate the annual depreciation expense.~~

~~**Required Debt Service**—Determined by debt instrument (e.g., bond resolution).~~

~~**Planned Capital Improvements**—Should be based upon plans approved by the management of the entity.~~

~~**General Operating Contingency**—As a general rule, a 5% reserve should be funded. Reserves in excess of 5% should be authorized by the appropriate Vice President on a case by case basis upon thorough review of the rationale and justification.~~

~~The accumulated balances for each reserve shall be disclosed in each entity's Balance Sheet. At or immediately following the close of the fiscal year, a unit's cash and investment balance in excess of authorized reserve balances and working capital requirements shall be transferred to the University's Auxiliary/Service Unit Reserve(s).~~

The Vice President for Administrative Affairs shall maintain a centralized financial system that provides an accrual basis accounting system for all Auxiliaries and Service Units. Auxiliaries and Service Units are required to process all financial transactions through the centralized system on an accrual basis and to prepare uniform financial statements and reports.

No Auxiliary Enterprises or Service Unit shall be permitted to operate using unauthorized borrowing from other units/accounts. Short term (12 months or less) operating cash flow loans may be authorized by the Controller. The operating manager of both entities must agree to the short term loan. All short term loans must be fully reported and disclosed on the financial statement of the affected units. In addition, a semi-annual report of these short term operating cash flow loans shall be made to the President and Regents indicating the criteria for the loan and the expected repayment date. Long term (over 12 months) loans \$75,000 or under shall be made with the approval of the appropriate Vice President. Long term loans over \$75,000 shall be made only with the approval of the President and the Board of Regents.

Transfers between Auxiliary Enterprises and Service Units shall be permitted only when fully justified and agreed to by both operating managers. Transfers less than \$75,000 shall be approved by the President and reported to the Board on a semi-annual basis. Transfers shall not be split to circumvent the dollar limitation prescribed herein. Transfers of \$75,000 or more shall not be made until approved by the President and Board of Regents.

Overhead reimbursements from Auxiliary Enterprises and Service Units will be recorded in the University's revolving fund in the Educational and General budget.

Investment earnings from the investment of idle cash by an Auxiliary or Service Unit shall be deposited to the Auxiliary or Service Unit as investment income. An Auxiliary or Service Unit will be permitted to invest its idle cash upon request and approval by the Controller's Office. Units should be prepared to present justification that available cash is in excess of short term cash flow needs. All investments shall be made in accordance with Regents' policy for the investment of temporarily idle cash.

The Controller's Office shall maintain a comprehensive manual to facilitate the administration of the fiscal policies and procedures affecting Auxiliary Enterprises and Service Units. This manual, "Auxiliary Enterprise Entity/Service Unit Fiscal Policies and Procedures", shall be the official reference for University policy and procedure and shall be maintained on a current basis by the Controllers Office. In addition, the Controllers Office shall provide assistance to Auxiliary Enterprises/Service Units in the establishment of effective and efficient financial procedures within the units which comply with the policies and procedures. (RM, 9-8-88, p. 20553; 11-89, p. 21470; 2-19-92, p. 22769; 3-29-00, p. 26909)



## 4.8.1—UNIVERSITY POLICE OFFICERS

4.8.1a Norman and Health Sciences Center Campuses<sup>3</sup>

In 1963, the Oklahoma Legislature passed Senate Bill 174 (74 O.S. § 360.15—360.21), which a law that allows universities and colleges to commission their campus police officers. Under this law, the police officers have all the power vested by law in peace officers, except the service of civil process, in the protection and guarding of grounds, buildings, persons, and equipment of the institution university, and the prevention of improper conduct and trespassing upon the grounds of the institution university. Further, the law also allows the commissioned campus police officers to make arrests and take into custody persons guilty of improper illegal conduct or trespassing.

All campus police officers of the University of Oklahoma shall be commissioned by the Board of Regents under 74 O.S. § 360.15—360.21.

The act provides that the Board of Regents shall prescribe the duties, designate the uniform, fix the compensation, and provide a written commission for the police officers.

The following duties shall be given to the campus police officers:

- To enforce all University of Oklahoma rules and regulations referred to them for enforcement.
- To enforce all State and Federal criminal laws upon the property of the University of Oklahoma.
- To protect and safeguard all students, employees, and visitors of the University.
- To protect and guard all of the grounds, buildings, and equipment of the University of Oklahoma.
- To strive to prevent any improper conduct at the University of Oklahoma.
- To prevent trespassing upon any property belonging to the University of Oklahoma.
- When called upon, to aid any other law enforcement agency.
- To enforce the traffic regulations of The University of Oklahoma.
- To make investigations and inquiries believed necessary to carry out all of the other duties.
- To make arrests and take into custody any person when such action is necessary to carry out the duties of his/her the office.

The Board of Regents shall provide a commission for the officers.<sup>4</sup>

4.8.1 b Tulsa Campus

At the Tulsa Campus, the University shall employ security officers. These officers are not empowered as law enforcement officers. These officers report to the Director of Operations on the Tulsa Campus.

4.8.2 Uniforms

The President or his/her designee shall approve the uniforms for campus police officers and other enforcement personnel for wear while on duty; or shall prescribe dress appropriate to the individual's assignment. Police uniforms shall clearly identify the wearer as a campus law enforcement officer, shall differ be distinguished from uniforms worn by other law enforcement agencies operating in the same geographic area, and shall represent the ~~institution~~ University in a positive and professional manner. (RM, 12-10-64, pp. 8009-11, edited; form of the commission is shown on p. 8011; 12-14-91, p. 22707; 3-29-00, p. 26909).

## 4.9—PARKING AND TRAFFIC REGULATIONS

~~The Board of Regents of The University of Oklahoma~~ has determined that it is in the best interests of ~~The University of Oklahoma~~ that rules and regulations be promulgated and adopted governing the keeping and use of automobiles by University employees and students, providing parking areas for the employees and students of the University, and providing a method of carrying such rules and regulations into effect and the enforcement thereof. The applicable portion of these regulations shall apply to every employee of the University, and the portions applicable to students shall be deemed a part of the established regulations of the University, which govern every student.

For the accomplishment of the above purposes, the rules and regulations stated herein have been adopted by the Board of Regents, ~~of The University of Oklahoma~~ to be effective beginning with the fall semester, 1978.

The President ~~of the University~~ may revise, alter, or amend these regulations when conditions warrant. Such amendments, revisions, or alterations shall, unless otherwise ruled by the Board of Regents ~~of The University of Oklahoma~~, be effective and of the same dignity as if enacted or ordered by ~~said the~~ Board of Regents. All substantive changes shall be published in the student newspaper at least four successive days. (RM, 7-19-78, p. 15157, edited; 3-29-00, p. 26909)

## 4.10—AUTHORITY TO SIGN CONTRACTUAL DOCUMENTS

The authority for any individual to sign contractual documents on behalf of the University originates with the Board of Regents. For operational efficiency, the Board of Regents has granted to the President the power to delegate such signature authority to appropriate University executives, and officers, and directors. Unless the President specifically delegates this authority to an individual by formal written communication, he/she the individual may not sign any contract or any other document whatsoever that is binds; or has the appearance of being, legally enforceable binding the Board of Regents, and/or the University, and/or any element thereof.

Such documents include, but are not limited to, purchase orders, grants, contracts, sub-contracts, licenses, leases, funding documents, applications, letters of intent extensions and renewals, letters and/or memoranda of understanding, sales orders, assurances, work orders, and the like. The common feature of such documents is the obligation it imposes on the University, the breach of which may be the potential for inflict legal action, such as a lawsuit liability on the University. Such documents may involve products and services that the University provides to other parties for compensation (revenue); and products and services that the University acquires from other parties in exchange for payment. They may also involve mere agreements by which duties and responsibilities of the parties involved are formally delineated, even though monetary or other valuable consideration may not be involved.

The delegated authority to sign contractual documents does not carry with it any exemption from other policies and procedures that otherwise govern. For example, the authority to sign a purchase order in the amount of \$100,000 does not exempt that transaction from competition and/or from being processed by the Purchasing Department if such requirement would otherwise apply.

At the beginning of each academic year, the Vice Presidents for Administrative Affairs shall recommend to the President the positions and names of the individuals who should be authorized to sign contractual documents. Each recommendation shall include the nature of the authority delegated, the areas of activity to which it is limited, and the upper limit of the authority in terms of dollars. Upon Presidential approval:

- The original letter of authorization shall be forwarded to the individual to whom the authority is delegated;
- One copy shall be retained in the Office of the Executive Secretary of the Board of Regents; and
- One copy shall be retained in the respective Purchasing Director's office, Vice President for Administrative Affairs office and Legal Counsel Offices.

All such authorizations, regardless of commencement date, shall expire on the first day of September of each year day following the first Regent's meeting of the academic year upon termination from the position or upon revocation of authorization.

~~Except as without may be authorized in writing by the University's Office of Legal Counsel, Any individual receiving delegated authority to sign all contractual documents shall be process them through the University's Office of Legal-office Counsel This is to ensure that certain legal limitations governed by the state's constitution, statutes, and case law, are not waived, ignored, or otherwise abridged negotiated. The limitations are listed below.~~

- ~~In the event of conflicting language, the terms and conditions asserted by the University shall govern.~~
- ~~Any term or condition contained in a document provided by another party, which conflicts with Oklahoma statute, constitution, or case law shall not apply.~~
- ~~The University shall not be bound by the terms and conditions for any separate or related agreement without its have first reviewed it.~~
- ~~The University shall not be limited in time with respect to any legal matter related to the transaction at hand.~~
- ~~For any legal matters or issues, Oklahoma statutes, case law, or constitution shall govern, and any disputes shall be decided in the jurisdiction within the State of Oklahoma pertaining to the transaction at hand.~~
- ~~The University may agree to honor proprietary or confidentiality requirements only to the extent allowed by Oklahoma statute.~~
- ~~Any liability with regard to any matter or dispute shall be determined and measured according to Oklahoma statute, case law, or constitution.~~
- ~~The University is prohibited from indemnifying another entity, and any liability the University may have in regard to the transaction at hand shall be governed by Oklahoma law.~~
- ~~No deposits or cancellation fees shall apply.~~
- ~~The University may accept no financial liability with respect to any third parties who may be involved with the transaction at hand.~~
- ~~The University may not obligate funds beyond the end of the existing fiscal year, and may cancel any agreement and fix any financial obligation consistent with such limitation.~~
- ~~The University may not pay or reimburse for any taxes the other party may be required to pay with respect to the transaction at hand.~~
- ~~The University is covered under the insurance provided by the State, and shall not acquire any additional insurance beyond such coverage.~~
- ~~The University may agree to 30-day payment terms except that determination of default and late payment penalties shall be determine and measure according to Oklahoma statute.~~

~~The Vice Presidents for Administrative affairs may revoke recommend revocation of the signature authority of any individual at any time to and shall timely notify the President. and Upon the President's acceptance of the recommendation, the Vice President for Administrative Affairs shall notify the pertinent officers of such revocation and the related reason.~~

~~Each individual who is granted such signature authority shall be responsible for seeking out, learning, and understanding those terms and conditions that are governed by Oklahoma state statute, which cannot be changed, deleted, or otherwise altered. Each such individual shall request and be provided training regarding these terms and conditions, and regarding submitting documents for review by an appropriate University Legal Officer prior to signature. The Vice Presidents for Administrative affairs may revoke the signature authority of any individual at any time and shall timely notify the President and pertinent officers of such revocation and the related reason.~~

## 4.11—PROVISION—BUYING AND SELLING PROVIDING GOODS AND SERVICES FOR REVENUE AND ACQUISITION—RING OF GOODS AND SERVICES FOR PAYMENT

### 4.11.1—POLICY

The University's legal capacity to provide/acquire goods and services to/from others in exchange for revenue/payment, and to acquire/provide goods and services from/to others in exchange for payment revenue, originates with the Board of Regents. All University funds are budgeted on an annual basis, and these budgets are approved by the Board of Regents which establishes the goals and objectives in a detailed financial plan for the following year. The Board of Regents cognizant/recognizes that this is a large institution with a multimillion-dollar/sizeable annual cash flow, and realizes that substantial authority must be delegated, to the chief executive officer of the institution in order to carry on the daily affairs of the institution. There are two types of transactions involving goods and services. One is when the University is providing the goods or services for compensation and the other is when the University is acquiring goods or services for payment.

### PROVISION OF GOODS AND SERVICES—PROVIDING GOODS AND SERVICES FOR REVENUE

The University provides a substantial volume of services for compensation. In order to protect and preserve the University's interests and ensure that it remains in compliance with all applicable laws and regulations, New contracts, and grants, and similar documents in excess of \$100,000 must be referred to the Board of Regents for ratification/processed through the University's Legal Office and any other governing office (for example, Grants and Contracts Administration, the Controller, Public Affairs, etc.). Signature may be provided only after all appropriate and required reviews and approvals have been completed. Only an individual to whom the President has delegated the appropriate authority (to sign contractual documents in the nature of the document in question) may sign the document. Contracts and grants for \$100,000 or less may be approved by the President or his designee. Renewal contracts and renewal grants may be approved by the President or his designee for an amount equal to or less than the original amount ratified by the Board of Regents. Contracts and grants ratified by the Board of Regents containing subcontracts will not require Board approval to award purchase orders for the subcontracts. However, in the event the 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. Each document involving annual revenues of \$500,000 or more shall be reported to the Board at the meeting of next earliest opportunity.

#### 4.11.2—ACQUISITION OF ACQUIRING BUYING GOODS AND SERVICES FOR PAYMENT

The University purchases a substantial volume of goods and services, and products annually and these products and services, including repair, renovation, and non-structural projects. Except in certain limited situations, University employees shall be procured through acquire these goods and services through an open and competitive process aimed at fairness to interested suppliers and securing the best value for the University. Preeminent to, and overriding the specific policies contained in the following subparagraphs, any purchase obligation that would establish or make policy for the University, or would otherwise involve a substantial or significant expenditures, shall be referred to the Board of Regents for approval. The term eCompetition allows for the use of new technology in communications and of prior competitive history. It also includes eExisting contracts established by cooperative associations and Sstate and federal entities, which meet the criteria for formal competitive process may be considered competitively bid. University departments may are encouraged to request and receive assistance from the Purchasing Department for all purchases, involving any regardless of the dollar amount.

#### 4.11.3—COMPETITION AND PROCESSING ORDERS THROUGH THE PURCHASING OFFICE PURCHASES THAT MUST BE PROCESSED THROUGH THE PURCHASING DEPARTMENT

As a rule, competition is the prescribed method for acquiring goods and services for the University. Accordingly, University departments may request and receive assistance from the Purchasing Office for purchases involving any dollar amount. As set forth below, however, certain purchases must be processed through the Purchasing Office. The dollar limitations cited are on a per-transaction basis and are not cumulative. The term competition allows for the use of new technology in communications and prior competitive history. Existing contracts established by cooperative associations and State and federal entities, which meet the criteria for formal competitive process also satisfy the requirement.

Generally, the dollar amount of a purchase determines whether it must be competed competitively bid and whether it must be processed through the Purchasing Department. The dollar limitations are on a per-transaction basis and are not cumulative. However, certain purchases, regardless of dollar amount, must be processed through the Purchasing Department Office:

- 1) If it the purchase involves a contractual document of any kind, or if not, it is a type of product or service that would reasonably involve a contractual document, it must be signed and approved as provided by Regents Policy. A University legal officer should review all contractual documents. Provided however that tThe College of Continuing Education is authorized to review contractual documents related to conferences and seminars it holds or coordinates pursuant to its mission. The reason for contract review is to avoid obligating the University to any terms or conditions that may conflict with the State Oklahoma statutes, eConstitution, statutes, or case law; or to avoid binding the University to any duties or liabilities against its best interests. Examples include, are (but are not limited to):
  - Leases
  - Use Licenses (such as for software, intellectual property, etc.)

- Services

- 2) If ~~it~~ the purchase involves radioactivity (to ensure appropriate regulatory authorities are involved).
- 3) If ~~it~~ the purchase involves a laboratory animal (to ensure appropriate regulatory authorities are involved).
- 4) If ~~it~~ the purchase involves space maintenance or minor construction (to ensure that Physical Plant/Site Support can exercise appropriate oversight).
- 5) If ~~it~~ the purchase involves any other special product or service that requires prior approval from a University department with special responsibility and authority over such product or service.

Because of their extreme importance to the University, purchases of air charter services (such as for athletic teams or other groups) must be processed through the Purchasing Department. The preeminent issues are the health, safety, and welfare of University students and employees, the reliability of aircraft, and the reliability and quality of services. Secondary issues are overall value of services and an efficient competitive process. The Purchasing Director shall be responsible for conducting the process. Qualified air charter companies will be identified using stringent standards. Identified companies will be asked to provide offers for air services. The process and award will be conducted competitively and in a manner that fully addresses all vital issues. When the cost of a single air service contract exceeds the purchase authority granted to the President, ~~or his designee~~, the President, with the concurrence of the Norman Campus Committee of the Board of Regents, is authorized to make fast track decisions up to \$300,000 if the decision is essential to fulfilling program requirements, or if the decision will be to the University's advantage economically.

Unless otherwise exempted, purchases exceeding \$50,000 must be processed through the Purchasing Department for formal competition. Splitting of orders to ~~skirt~~ avoid this dollar limitation is prohibited. A professional buyer from the Purchasing Department must place any resulting order.

Unless otherwise exempted, purchases above \$5,000 and not exceeding \$50,000 must be competed and processed through the Purchasing Department. Splitting of orders to ~~skirt~~ avoid this dollar limitation is prohibited. The competition may be conducted by the ordering department and the results submitted to the Purchasing Department, which ~~Purchasing~~ may rely on such results, or conduct further competition. A professional buyer ~~from Purchasing Department~~ must place any resulting order.

#### 4.11.4—PURCHASES THAT ARE NOT REQUIRED TO BE PROCESSED THROUGH THE PURCHASING DEPARTMENT

Because of their unique or peculiar nature, the following types of purchases do not require formal competition or processing by the Purchasing Department. The dollar limitations are on a per-transaction basis and are not cumulative.

- Purchases up to \$50,000 by University departments from University auxiliary enterprises, ~~service departments~~ units, or other University units engaged in the resale of products or services in accordance with their mission.



- Purchases of products, services, or utilities for resale, including minor operating supplies consumed in the resale process, by University auxiliary enterprises, service departments units, or other University units engaged in the resale of products or services in accordance with their mission.
- Purchases up to \$50,000 of legal, medical, accounting, consulting, architectural, engineering, interior design, appraisal, landscape design, real estate agency, or similar professional services, only when such services are ordered by executive level officers of the University pursuant to University-wide matters of importance, and only when such services represent discrete short-term engagements with specific terminal objectives.
- Purchases up to \$50,000 against University-wide contracts with suppliers, which have been arrived at competitively and for which exclusive usage by University departments has been mandated by the Board of Regents or the President.
- Purchases of professional dues, memberships, and similar products or services that are otherwise authorized; but which cannot reasonably be competed.
- Purchases of property designated as surplus by federal agencies, state agencies, county governments, municipalities, school districts, other institutions of higher education, and similar bodies; provided, however, that evidence of reasonableness of price must be obtained and maintained.
- Payments to federal agencies, state agencies, county governments, municipalities, school districts, other institutions of higher education, and similar bodies for products and services in situations that cannot reasonably be subjected to the competitive process.
- Such other purchases as may be identified by the Vice Presidents for Administrative Affairs and approved by the President.

Because they are covered by separate policies and procedures, the following types of purchases do not typically require processing by the Purchasing Department. The dollar limitations are on a per-transaction basis and are not cumulative. However, the requirement for competition may still apply, and the requirement for processing by another University department may apply.

- Individual travel costs (air fare, hotel, ground transportation, conference registrations, etc.) by employees attending conferences, seminars, and the like pursuant to official University business (~~these are governed by separate rules policies on travel reimbursement~~).
- Architectural, engineering, construction, and construction management services related to major real property construction and renovation of University capital assets (such services shall be secured be accordance with applicable law ).~~must competed and ordered by the University's Architecture & Engineering department~~.
- Such other purchases as may be identified by the Vice Presidents for Administrative Affairs and approved by the President.

Unless they are otherwise governed, restricted, or addressed by University policy, purchases of \$5,000 or less do not require competition or processing by the Purchasing Department, although competition is recommended. Splitting of orders to take improper advantage of this dollar allowance limit is prohibited. The ordering department shall ensure that such purchases meet all other requirements including, but not limited to legality, availability of funding, and whether the purchase is allowable, as in the case of a sponsored grant or contract.

#### 4.11.5—PURCHASES THAT REQUIRE THE ASSISTANCE AND REVIEW OF THE PURCHASING DEPARTMENT

To ensure effective and efficient mission accomplishment, the Purchasing Department, in meeting the requirement for a professional buyer to place an order, may establish for University departments orders that specify time frames, dollar limits, and product/~~service~~-service categories. Such orders may be established in response only to mission-critical needs that cannot otherwise be met timely or that cannot possibly otherwise benefit from the direct involvement of the Purchasing Department. Such orders permit University departments to place orders with vendors, up to the specified dollar limits. Departmental requests for such orders shall be communicated in writing and approved by an administrative executive officer of the department/~~school~~/~~administrative office~~, before being forwarded to the Purchasing Department. The Purchasing Department shall maintain a list of such orders and provide such list to the appropriate Vice Presidents for Administrative Affairs no less frequently than quarterly. The Purchasing Department shall continually review such orders for need and shall audit their usage for compliance with the principles of competition, fairness, and best value. The Purchasing Department may terminate any such order when the need for it no longer exists, if there is evidence of noncompliance, or for similar reasons.

#### 4.11.6—PURCHASES FROM AUXILIARY ENTERPRISES AND SERVICE UNITS

University auxiliary enterprises and service units offer various products and services for sale, primarily to University departments, faculty, staff, and students. Examples are food services, printing services, and maintenance and repair of working spaces. The products and services they offer should be competitive in quality and price. However, pricing should not be so low that it invites accusations of unfair competition being conducted by a tax-supported institution. Any excess of revenues over expenses generated by these entities is used to ensure future operations, renew and replace plant and equipment, and contribute back to the University's education and research missions through Presidential priorities. When a University department purchases such products or services, the University department must allow the related auxiliary enterprise or service unit first opportunity at the transaction. Such purchases may be awarded to outside vendors only upon sufficient justification, or upon refusal by the auxiliary enterprise or service unit.

#### 4.11.7—SUBMITTING PURCHASES TO THE BOARD OF REGENTS FOR APPROVAL AND REPORTING OTHER PURCHASES

Separate and apart from the policies and procedures governing competition and processing by the Purchasing Department Office, the following conditions govern those purchases that must be submitted to the Board of Regents for prior approval, those purchases that must be reported to the Board of Regents at

least quarterly, and those purchases that are exempt from either the approval or reporting requirements. The dollar limitations are on a per-transaction basis and are not cumulative.

- Purchases over \$125,000 must be submitted to the Board of Regents for prior approval; sole source purchases in this category must be identified as such; changes that would increase~~alter~~ the financial obligation of the University ~~upwards~~ by more than 15% must be resubmitted to the Board of Regents for prior approval.
- Purchases above \$50,000 but not exceeding \$125,000 must be reported to the Board of Regents at least quarterly; sole source purchases in this category must be reported separately and identified as such.
- Purchases of air charter services must be reported to the Board of Regents at the meeting of next earliest opportunity.
- Purchases by University departments from University auxiliary enterprises or service ~~departments~~ units are exempt from the approval and reporting requirements.
- Purchases of products, services, and utilities for resale, including minor operating supplies consumed in the resale process, by University auxiliary enterprises, service ~~departments~~ units, or other University units engaged in the resale of products or services in accordance with their mission, are exempt from the approval and reporting requirements.
- Acquisition contracts, such as for office supplies University-wide or for materials for physical plant maintenance, arrived at through the competitive process, but which are indefinite as to quantity and delivery, are exempt from the approval and reporting requirements.
- Purchases of property designated as surplus by federal agencies, state agencies, county governments, municipalities, school districts, other institutions of higher education, and similar bodies are exempt from the approval and reporting requirements.
- Payments to federal agencies, state agencies, county governments, municipalities, school districts, other institutions of higher education, and similar bodies for products and services in situations that cannot reasonably be subjected to the competitive process; are exempt from the approval and reporting requirements.

#### 4.11.8—SOLE SOURCE PURCHASES

The following policy regarding sole source purchases explains why a particular action may not be subject to competition. However, it does not affect the criteria governing when a purchase must be processed through the Purchasing Department. Other than the requirement for competition, sole source purchases are subject to the same policies and procedures set forth above.

A sole source purchase is any which, by the specifications needed by the requestor or by the specific restrictions imposed by a funds provider, restricts the action to one supplier or to one brand name. The

sole source determination and justification shall not be based upon personal or professional preference of the requestor. Justification shall be objective rather than subjective.

A major component of a sole source purchase is the determination of fairness of price. Even though a material, service, or supplier may truly fit the conditions of sole source, the requestor shall demonstrate that the related price is fair and reasonable.

A sole source purchase is preferable to a formal competitive process in which specifications are written so narrowly that the outcome has no chance but to be the same as if a sole source was executed.

Any University employee involved in a potential sole source purchase shall weigh two risks. The first risk is conducting a sole source purchase when in fact a competitive situation exists. The second risk is conducting a competitive purchase when in fact a sole source situation exists. The first is the greater risk, but both shall be addressed.

Where a sole source purchase satisfies the criteria that it must be approved by or reported to the Board of Regents, the requestor shall defend the action, if necessary, before the Board of Regents. For every sole source purchase that has been executed, the requestor shall, if necessary, justify the action in cases of audit, protest, public inquiry, litigation, or similar circumstance.

Any requestor or buyer who knowingly executes a sole source purchase when, in fact, it is not one, may be subject to administrative action as otherwise provided for by Board of Regents policy.

The Purchasing Director is responsible for developing and maintaining the specific guidelines and forms necessary for requestors to document and justify proposed sole source purchases, and has the authority to challenge and deny requested actions that lack sufficient justification. The completed and executed forms shall be an integral part of the procurement file, available for inspection and audit by appropriate authorities.

#### 4.11.9—INVENTORY CONTROL AND CAPITALIZATION OF CERTAIN PURCHASES, GIFTS, OR OTHER ACQUISITIONS

In addition to the policies and procedures governing the acquisition of products and services, the following requirements apply to certain purchases, gifts, or other acquisitions.

Capital assets coming under the control of a University department, whether through purchase, gift, or otherwise, shall be recorded in the University's inventory system. Additionally, capital assets that are movable shall be tagged. If a movable capital asset is transferred from one location to another, the cognizant department shall report such movement to the appropriate inventory control office, and the new location shall be recorded in the system.

For purposes of this policy, a capital asset is one that meets the federal useful life and cost criteria specified in the Office of Management and Budget Circular A-21, ~~or future federal circulars or regulations~~ as maybe amended or superceded.

The President or President's designee may impose inventory controls above and beyond those required in OMB Circular A-21, ~~or future federal circulars or regulations~~ as may be amended, ~~on selected asset classes~~ or superceded.

Generally, the dollar amount of a purchase determines whether it must be competed and whether it must be processed through the Purchasing Office. However, certain purchases, regardless of dollar amount, must be processed through the Purchasing Office:

If it involves a contractual document of any kind, or if not, it is a type of good or service that would reasonably involve a contractual document; examples are (but not limited to):

Leases

Licenses

Services

If it involves radioactivity

If it involves a laboratory animal

If it involves space maintenance or minor construction

If it involves any other special product or service that requires prior approval from a University department with special responsibility and authority over such product or service

Purchases exceeding \$50,000 must be processed through the Purchasing Office for formal competition. Splitting of orders to skirt this dollar limitation is prohibited. A professional buyer must place any resulting order.

Purchases above \$5,000 and not exceeding \$50,000 must be competed and processed through the Purchasing Office. Splitting of orders to skirt this dollar limitation is prohibited. The competition may be conducted by the ordering department and the results submitted to Purchasing. Purchasing may rely on such results, or conduct further competition. A professional buyer must place any resulting order.

Purchases of \$5,000 or less do not require competition or processing by the Purchasing Office, although competition is recommended. Splitting of orders to avail of this dollar limitation is prohibited. The ordering department shall ensure that such purchases meet all other requirements including, but not limited to allowability, legality, and availability of funding.

Because of their extreme importance to the University, purchases of air services are governed by special policies and procedures. The preeminent issues are the health, safety and welfare of University students and employees, the reliability of aircraft, and the reliability and quality of services. Secondary issues are overall value of services and an efficient competitive process. The Purchasing Director shall be responsible for conducting the process. Qualified air charter companies will be identified using stringent standards. Identified companies will be asked to provide offers for air services. The process and award will be conducted competitively and in a manner that fully addresses all vital issues. When the cost of a single air service contract exceeds the purchase authority granted to the President or his designee, the President, with the concurrence of the Norman Campus Committee of the Board of Regents, is authorized to make fast track decisions up to \$500,000 if the decision is essential to fulfilling program requirements, or if the decision will be to the University's advantage economically.

To ensure effective and efficient mission accomplishment, the Purchasing Office, in meeting the requirement for a professional buyer to place an order, may establish for University departments orders that specify time frames, dollar limits, and product / service categories. Such orders may be established in

~~response only to mission-critical needs that cannot otherwise be met timely. Such orders permit University departments to place orders with vendors, which may exceed the dollar limitations set forth above. Departmental requests for such orders shall be communicated in writing and approved by an executive officer of the department/school/administrative office, before forwarding to the Purchasing Office. The Purchasing Office shall maintain a list of such orders and provide such list to the Vice Presidents for Administrative Affairs no less frequently than quarterly. The Purchasing Office shall continually review such orders for need and shall audit their usage for compliance with the principles of competition, fairness, and best value. The Purchasing Office may terminate any such order when the need no longer exists, if there is evidence of noncompliance, or for similar reasons.~~

~~Because of their unique or peculiar nature, the following types of purchases do not require formal competition or processing by the Purchasing Office:~~

~~Purchases by University departments from University auxiliary enterprises or service departments~~

~~Purchases of operating supplies inventory or inventory for resale, including utilities, by University auxiliary enterprises or service departments~~

~~Legal, medical, accounting, consulting, architectural, engineering, interior design, appraisal, real estate agency, or similar professional services, only when such services are engaged by executive level officers of the University pursuant to University-wide matters of importance~~

~~Such other purchases as may be identified by the Vice Presidents for Administrative Affairs and approved by the President~~

~~Because they are covered by separate policies and procedures, the following types of purchases do not require processing by the Purchasing Office; the requirement for competition may still apply:~~

~~Individual travel costs (air fare, hotel, ground transportation, conference registrations, etc) by employees attending conferences, seminars, and the like pursuant to official University business (governed by separate policies and procedures)~~

~~Architectural, engineering, construction, and construction management services related to major real property construction and renovation of University capital assets (such services must compete and ordered by the University's Architecture & Engineering department)~~

~~Such other purchases as may be identified by the Vice Presidents for Administrative Affairs and approved by the President~~

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#### APPROVAL AND REPORTING OF PURCHASES

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~~Separate and apart from the policies and procedures governing competition and processing by the Purchasing Office, the following conditions govern those purchases that must be submitted to the Board of Regents for prior approval, those purchases that must be reported to the Board at least quarterly, and those purchases that are exempt from either the approval or reporting requirements:~~

Purchases over \$500,000 must be submitted to the Board for prior approval; sole source purchases in this category must be identified as such; changes that would alter the financial obligation of the University upwards by more than 15% must be resubmitted to the Board for prior approval.

Purchases above \$50,000 but not exceeding \$500,000 must be reported to the Board at least quarterly; sole source purchases in this category must be reported separately and identified as such

Purchases of air services must be reported to the Board at the meeting of next earliest opportunity

Purchases by University departments from University auxiliary enterprises or service departments are exempt from the approval and reporting requirements; such purchases must, however, be approved by the President or the President's designee if they exceed \$500,000

Purchases of operating supplies inventory or inventory for resale, including utilities, by University auxiliary enterprises or service departments are exempt from the approval and reporting requirements; such purchases must, however, be approved by the President or the President's designee if they exceed \$500,000

Acquisition contracts, such as for office supplies University wide or for materials for physical plant maintenance, arrived at through the competitive process, but which are indefinite as to quantity and delivery, are exempt from the approval and reporting requirements; such contracts must, however, be approved by the President or the President's designee

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#### SOLE SOURCE PURCHASES

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The following policy regarding sole source purchases explains why a particular action may not be subject to competition. However, it does not affect the criteria governing when a purchase must be processed through the Purchasing Office. Other than the requirement for competition, sole source purchases are subject to the same policies and procedures set forth above.

A sole source purchase is any which, by the specifications needed by the requestor or by the specific restrictions imposed by a funds provider, restricts the action to one supplier or to one brand name. The sole source determination and justification shall not be based upon personal or professional preference of the requestor. Justification shall be objective rather than subjective.

A major component of a sole source purchase is the determination of fairness of price. Even though a material, service or supplier may truly fit the conditions of sole source, the requestor shall demonstrate that the related price is fair and reasonable.

A sole source purchase is preferable to a formal competitive process in which specifications are written so narrowly that the outcome has no chance but to be the same as if a sole source was executed. Such empty competitive processes are harmful because they skirt sole source reporting requirements and rob executives and managers of vital operating information. Further, they can aggravate suppliers and cause them needless expense in responding.

Any University employee involved in a potential sole source purchase shall weigh two risks. The first risk is conducting a sole source purchase when in fact a competitive situation exists. The second risk is conducting a competitive purchase when in fact a sole source situation exists. The first is the greater risk but both shall be addressed.

Where a sole source purchase satisfies the criteria that it must be approved by or reported to the Board of Regents, the requestor shall defend the action, if necessary, before the Board. For every sole source purchase that has been executed, the requestor shall, if necessary, justify the action in cases of audit, protest, public inquiry, litigation or similar circumstance.

Any requestor or buyer who knowingly executes a sole source purchase when in fact it is not, may be subject to administrative action as otherwise provided for by Board of Regents policy.

The Purchasing Director shall be responsible for developing and maintaining the specific guidelines and forms necessary for requestors to document and justify proposed sole source purchases. The completed and executed forms shall be an integral part of the procurement file, available for inspection and audit by appropriate authorities.

Purchase obligations for \$125,000 or less may be approved by the President or the President's designee. Changes that would alter the financial obligation of the University upwards by more than 15% must be resubmitted to the Board of Regents for approval. Purchase obligations from \$75,000 to \$125,000 shall be reported to the Board of Regents on a quarterly basis. Purchases of utilities and merchandise for resale by the commissary, storeroom and other similar units may be approved by the President or the President's designee even if they exceed the \$125,000 limitation.

Recognizing that the University makes many thousands of small dollar value purchases, it may utilize a system in which an individual purchase could range, for example, from \$1 to \$2,500. The cumulative sum during a year might be \$5,000, \$10,000 or total more than the \$125,000 limitation. In order to achieve overall best value, repetitive purchase agreements may be established to secure terms and discounts with specific vendors based on estimated annual purchases. Because the cumulative annual value is not known these agreements are not subject to the \$125,000 limitation. In no case, however, will a purchase be divided in order to avoid the \$125,000 limitation.

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**ACQUISITION OF GOODS AND SERVICES PURSUANT TO AND FUNDED BY SPONSORED GRANTS AND CONTRACTS APPROVED BY THE BOARD OF REGENTS**

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Purchase obligations between \$125,000 and \$300,000 may be approved by the President or the President's designee, only if they are pursuant to and funded by sponsored grants and contracts under which the University is providing goods and services and that have been approved by the Board of Regents. Such purchase obligations between \$125,000 and \$300,000 will be reported to the Board of Regents quarterly.

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**BEST VALUE ARRANGEMENTS**

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It shall be the responsibility of the respective Purchasing Directors continually to conceptualize, search for, and formulate innovative contracts that deliver best value to the University. The respective Purchasing Directors may, and are encouraged to, act cooperatively in developing agreements that serve all University campuses and locations. Pursuant to the policies herein, the respective Purchasing Directors shall arrive at best value agreements using open and competitive processes and, to the extent feasible, obtaining broad and active participation by the University end-user community. For purposes of this policy, best value includes:



- > ~~The operational cost that the University will incur if the agreement is executed.~~
- > ~~The quality of the product/service or its technical competency.~~
- > ~~The reliability of delivery and implementation schedules.~~
- > ~~The maximum facilitation of information/data exchange and systems integration.~~
- > ~~Warranties, guarantees, and return policy.~~
- > ~~The financial stability of the vendor.~~
- > ~~The consistency of the proposed solution with the University's strategic plan.~~
- > ~~The quality and effectiveness of the business solution approach.~~
- > ~~The industry and program experience.~~
- > ~~The prior record of vendor performance.~~
- > ~~The vendor's expertise with engagements of similar scope and complexity.~~
  - > ~~The extent and quality of the proposed participation and acceptance by all user groups.~~
- > ~~Proven development methodology and tools.~~
- > ~~Innovative use of current technologies and quality results.~~

Widespread utilization of best value agreements by all University personnel is key to achieving optimum results under the agreements. Departures by University personnel from using best value agreements, even though lower pricing for specific items may otherwise be available, generally degrade the overall effectiveness of the University's procurement efforts and drive up procurement materials costs. Accordingly, all University personnel are required to participate fully in best value agreements, and shall justify exceptions.

#### 4.11.10—ACQUISITION OF SURPLUS PROPERTY

The following University officers are authorized to sign instruments, contractual documents and enter into negotiations as necessary in the acquisition of surplus property from federal agencies, state agencies, county governments, municipalities, school districts, other institutions of higher education, and similar bodies:

- President
- Vice Presidents for Administrative Affairs
- Controllers

- Assistant Controllers
- Purchasing Director
- Assistant Purchasing Directors

#### 4.11.11—DEMONSTRABLE EMERGENCY

The President shall have authority to approve a financial decision up to \$300,000 in the case of a demonstrable emergency.

#### 4.11.12—SELLING GOODS AND SERVICES

The University provides a substantial volume of services for compensation. In order to protect and preserve the University's interests and ensure that it remains in compliance with all applicable laws and regulations, new contracts, grants, and similar contractual documents must be processed through the University's Legal Counsel Office and any other governing appropriate office (for example, Grants and Contracts Administration, the Controller, Public Affairs, etc.). Signature may be provided only. Such contractual documents should be signed only after all appropriate and required reviews and approvals have been completed. Only an individual to whom the President has delegated the appropriate authority (to sign contractual documents in the nature of the document in question) may sign the document. Each document involving annual revenues of \$125,000 or more shall be reported to the Board of Regents at the meeting.

#### ACQUISITION OF SURPLUS PROPERTY

Individuals occupying the following positions are authorized to sign all instruments and to enter into such negotiations as may be necessary in the acquisition of surplus property from federal and state agencies: for the University, President of The University of Oklahoma; For the Norman Campus, Vice President for Administrative Affairs; For the Health Sciences Center, Vice President for Administrative Affairs and Purchasing Director. (RM, 10-13-83, pp. 17679-80)

#### **Demonstrable Emergency**

The President shall have authority to approve a financial decision up to \$300,000\$500,000 in the case of a demonstrable emergency. Whenever unusual purchases are being made or unusual methods of procurement are being used, regardless of the amount of authorization, the Board should be advised.

#### **Delegation of Authority—Letters of Authorization**

It shall be the duty of the Vice Presidents for Administrative Affairs to recommend to the President the names of the individuals and/or the titles of positions, who should be authorized to enter into transactions and/or sign purchase orders, contracts, and agreements on behalf of the institution. The recommendation to the President shall include the nature of the authority delegated, the areas of activity to which it is limited, and the upper limit of the authority in terms of dollars. If the President accepts the recommendation of the Vice President for Administrative Affairs, the President shall endorse the recommendation. The original letter of authorization shall be forwarded to the individual to whom the

authority is delegated; one copy shall be retained in the Office of the Executive Secretary of the Board of Regents, and one copy shall be retained in the respective Purchasing Director's office.

It shall be the duty of the Offices of the Vice Presidents for Administrative Affairs to review at the commencement of each academic year all of the authorizations delegated for the prior year and prepare new authorizations containing the recommendation of Vice Presidents for Administrative Affairs to the President for delegations of authority for the ensuing year. All delegations of authority, regardless of their effective date, will expire on the first day of September of each year.

### **Competition**

Purchases for \$2,500 or less do not require documentation of competitive bidding; however, University employees shall exercise prudent judgment and obligations must meet University purchasing policies and funding requirements.

Purchases above \$2,500 and not exceeding \$35,000 shall be awarded by professional buyers. These awards shall be based on best value for the University and pricing shall be obtained on a competitive basis except for sole source items. The term competitive basis is intended to allow for utilization of new technology in communications, utilization of existing contracts obtained from open and competitive processes, and from prior competitive history.

Purchases, including construction contracts, exceeding \$35,000 will be formal, written and competitive except for sole source actions. Existing contracts such as cooperative associations, and State and federal contracts that meet the criteria for formal competitive process may be used.

### **Sole Source Procurements**

A sole source procurement is any which, by the specifications needed by the requestor or by the specific restrictions imposed by a funds provider, restricts the action to one supplier or to one brand name. The sole source determination and justification shall not be based upon personal or professional preference of the requestor. Justification shall be objective rather than subjective.

A major component of a sole source procurement is the determination of fairness of price. Even though a material, service or supplier may truly fit the conditions of sole source, the requestor shall demonstrate that the related price is fair and reasonable.

A sole source procurement is preferable to a formal competitive process in which specifications are written so narrowly that the outcome has no chance but to be the same as if a sole source was executed. Such empty competitive processes are harmful because they skirt sole source reporting requirements and rob executives and managers of vital operating information. Further, they can aggravate suppliers and cause them needless expense in responding.

Any University employee involved in a potential sole source procurement shall weigh two risks. The first risk is conducting a sole source procurement when in fact a competitive situation exists. The second risk is conducting a competitive procurement when in fact a sole source situation exists. The first is the greater risk but both shall be addressed.

Where a sole source procurement satisfies the criteria that it must be approved by or reported to the Board of Regents, the requestor shall defend the action, if necessary, before the Board. For every sole source procurement that has been executed, the requestor shall, if necessary, justify the action in cases of audit, protest, public inquiry, litigation or similar circumstance.

~~Any requestor or buyer who knowingly executes a sole source procurement when in fact it is not, may be subject to administrative action as otherwise provided for by Board of Regents policy.~~

~~The respective Purchasing Directors shall be responsible for developing and maintaining the specific guidelines and forms necessary for requestors to document and justify proposed sole source procurements. The completed and executed forms shall be an integral part of the procurement file, available for inspection and audit by appropriate authorities.~~

~~Sole source procurements in excess of \$35,000 will be reported to the Board of Regents quarterly.~~

#### ~~Air Services~~

~~Assuring safe and reliable air services contracts for the University is imperative and presents unique challenges that require a modified procurement procedure. The issues related to this process in descending order are the health, safety and welfare of University students and employees, reliability of aircraft, reliability of services, quality of service, overall value of services, and the need to solicit and contract in a competitive and efficient manner. The policy to be followed in acquiring air services contracts for the University is as follows:~~

~~The Director, Department of Procurement Services will be responsible for conducting this process. Qualified air charter companies will be identified using stringent standards. Identified companies will be asked to provide offers to Procurement Services for air services. This process will be conducted in a manner that will facilitate the objectives of safety, reliability of aircraft, reliability of services and quality of service while maintaining a fair and competitive process. Awards will be determined on a best value basis.~~

~~When the cost of a single air service contract exceeds the \$100,000 routine purchase authority limit granted to the President or his designee, the President, with the concurrence of the Norman Campus Committee of the Board of Regents, is authorized to make fast track decisions up to \$300,000 if the decision is essential to fulfilling program requirements, or if the decision will be to the University's advantage economically.~~

~~Resulting contract(s) will be presented to the Board of Regents as an information item.~~

#### ~~State Central Purchasing~~

~~The administration of the University will utilize State Central Purchasing only when it is determined to be in the best interests of the University. The University Purchasing Department shall develop the expertise to support University departments across the wide spectrum of goods and services which are purchased.~~

#### ~~Minority Business Set Asides~~

~~The procedures for competitive bids may be modified when it is necessary to achieve a minority business goal under federal contracts covered by Public Law 95-507. In these instances, the respective campus Purchasing Directors may, at their discretion, set aside purchases for competition among minority firms when the following conditions exist:~~

- ~~➤ There is a sufficient number (3 or more) of minority vendors available to establish competitive prices.~~

- ~~> There is a past price history on the item or items being purchased.~~
- ~~> Set aside action is necessary in order to help meet the goals stated in the contract.~~

~~This procedure will be periodically reviewed to ensure that it is consistent with current provisions of Public Law 95-507. (RM, 5-10-73, pp. 12157-61, amended 6-13/14-73, 7-26-73, 11-8-73, 12-13-73, 6-13-74, 1-9-75, 9-8-77, 2-8-79, 12-18-80, 9-7-88, 12-7-88, 5-17-89, 6-14-90, 3-7-91, 7-18-91, 12-4-92, 3-29-00)~~

## 4.12—LISTING OF SUBCONTRACTORS

The form of notice to the contractors or bidders on construction projects will indicate that the listing of major subcontractors is mandatory and any bid failing to list subcontractors ~~may~~ shall be rejected. (RM, 3-19-69, pp. 9748-49, edited; 3-29-00, p. 26909)

## 4.13—CRITERIA FOR TRANSFERRING EQUIPMENT AND/OR FUNDS

The criteria for determination of transferability of equipment and/or funds to another institution at the request of faculty members terminating their faculty appointments here and transferring activities to another institution are as follows:

- 1) At no time will title to ~~equipment assets~~ vested in ~~The University of Oklahoma~~ be transferred directly to the terminating faculty member.
- 2) Transfer of equipment may be considered when:
  - It is or was the specific intent of the donor ~~or granting agency~~ that the equipment is or was to support the work of the terminating faculty member rather than a program of the University and that the equipment ownership should be transferred to the institution to which the faculty is moving.
  - The equipment was purchased from funds supporting an ongoing program which the donor or granting agency will continue at the new employing institution.
  - Transfers of equipment will must be pre-authorized by the appropriate contracting official and ~~Equipment transfers will be approved by the appropriate dean department chair and designated executive/administrative officer the Vice President for Research of Administrative Affairs before the transfer occurs.~~
- 3) At no time will funds deposited with the University for the purpose of supporting the departing faculty member's research, patient care, or education program be transferred directly to the faculty member except under the provision of ~~the of~~ Board Regents' Professional Practice Plan policies.
- 4) Funds may be considered for transfer to the departing faculty member's new institution only when:
  - It was the specific intent of the donor or granting agency that the funds were/are for the purpose of supporting the activity of the departing faculty member (rather than a program of the University) which specifically is being transferred by intent to the new institution employing the departing faculty member.
  - Transfers of funds will be pre-authorized by the appropriate contracting official and approved by the appropriate dean/department chair and designated executive/administrative officer the Vice President for Research of Administrative Affairs. The respective Director of Grants and Contracts Administration will be consulted for prior approval for the transfer of funds or equipment.
- 5) ~~Funds specifically shall not be transferred to another institution at a faculty member's request when residual funds remain following completion of the program or project for which the funds were provided. (RM, 9-2-76, p. 14139; 3-29-00, p. 26909)~~

## 4.14—PROPERTY DEVELOPMENT<sup>5</sup>

The Board of Regents ~~is~~ ~~are~~ charged by the Constitution of the State of Oklahoma with not only the authority but the responsibility to govern and develop ~~T~~the University of Oklahoma. This responsibility requires that the Board of Regents ~~utilize~~ use every implement and tool available to improve the resources available to the University and, hence, the quality of the University. The Board of Regents regards the non-profit corporation and the public trust as just such tools. Both the non-profit corporation and the public trust have been made possible by legislative action. The Board of Regents believes that ~~they~~ it would be delinquent in ~~their~~ its duties to the people of this State if ~~they~~ it failed to ~~utilize~~ use these tools as the law allows.

One of ~~their~~ goals is the creation of an endowment for the University. Gifts of private monies, goods, and lands to colleges and universities and the subsequent wise management of them are absolutely essential if Oklahoma is to have truly fine colleges and truly great universities.

Many unselfish and public-spirited people have given or left all or part of their property to the University. The Board of Regents believes it is ~~their~~ its duty to encourage and accept such gifts and, having received them, to use and invest them wisely. It is ~~their~~ the Board of Regents' firm resolve that these gifts to the University should always be used, not in place of the public dollar, but in addition to the public dollar.

Not all properties acquired by the University are readily invested. Some public-spirited Oklahomans have given a portion or all of their real property to the University. In such cases, the Board of Regents carefully ~~studies~~ studies the property to determine how it can best be used. The possibilities are many and varied; it is the duty of the Board of Regents to find the one most profitable to the ~~institution~~ University. It is NOT the policy of the Board of Regents to develop properties ~~themselves~~ itself nor to operate or manage any commercial, industrial, or agricultural business unless it is directly related to the educational ~~function~~ mission of the University, as are ~~our~~ the University's printing presses and student radio station, or ~~to related~~ functions which directly assist in supporting the educational ~~mission~~ institution of the University, as do the cafeterias, dormitories, bookstores, and campus physical plants.

The ~~purpose~~ mission of the ~~u~~University is education, teaching, research and creative/scholarly activity, and professional and public and University service and public outreach; and it is the purpose of the Board of Regents to ~~utilize~~ use every resource available to fulfill that purpose. They Board of Regents regards trusts and non-profit corporations as ~~a~~ valuable tools in this effort, but it is not ~~their~~ function to invade the world of private industry by developing properties unrelated to ~~their~~ institutional University's purpose. (RM, 9-14-72, pp. 11684-85)



## 4.15—ACQUISITION AND DISPOSITION OF REAL PROPERTY

The Board of Regents will approve the acquisition or disposition of all real property. The University administration will use the following guidelines in determining acquisition/disposition actions to be proposed to the Board of Regents.

### 4.15.1—ACQUISITION OF PROPERTY

- 1) ~~The University will a~~Acquire property when it is needed for the future expansion of the University.
- 2) ~~The University will a~~Acquire property needed to protect or secure the perimeter of the campus or other University facilities or land holdings.
- 3) ~~Select P~~property selected for acquisition ~~that is should be~~ located in primary expansion zones where the area is contiguous to the campus or in outlying areas when needed for specific purposes, such as the Oklahoma Geological Survey Observatory at Leonard, the Lake Texoma Biological Station, or a wildlife refuge.
- 4) ~~The University will p~~Purchase property in primary areas as it becomes available from willing sellers or in special cases when it is needed immediately to develop a new facility.
- 5) ~~The University will h~~ave independent appraisals made before purchasing land and buildings.
- 6) ~~Accept G~~ifts of real estate away from campus ~~will be accepted when they are~~ needed for University programs or if the property will be of financial benefit.

If acquired property is not required for immediate development, it will be maintained at a standard level of repair and appearance.

### 4.15.2—DISPOSITION OF PROPERTY

~~The University Board of Regents~~ will dispose of property:

- 1) that is not required for University expansion or to protect other University lands and facilities;
- 2) that is not economical to operate and maintain and does not provide other benefits;
- 3) that is not in a primary expansion zone contiguous to the campus or other University land holdings and is not required for future development;
- 4) that is received from donors but not needed for University purposes; disposition will comply with all the terms and conditions of the gift;

- 5) that can be converted to more liquid assets for other immediate needs or long-term requirements.

It shall be the policy of the Board of Regents to purchase and dispose of property as required to satisfy the mission of the University.

(RM, 11-11-54, p. 5032, edited; 11-1-95, p. 24684; 3-29-00, p. 26909)

## 4.16—UNIVERSITY APARTMENTS<sup>6</sup>

### 4.16.1—APARTMENT LEASE

The Board of Regents approved in principle a new lease agreement for apartments which provides for civil action in the event of violation of the covenants of the lease. It may be enforced in a court of competent jurisdiction upon recommendation of the President of the University Office of Legal Counsel or his its designees, and they are authorized to modify the lease as time and events require. (RM, 1-20-72, p. 11325, edited; 3-29-00, p. 26909)

### 4.16.2—ALLOTMENT

Allotment of apartments will proceed from the following order of priority: students, faculty, staff, and others. (RM, 11-9-49, p. 3332, edited; 3-29-00, p. 26909)

## 4.17—UNIVERSITY-OWNED AIRPLANES

The University of Oklahoma operates aircraft for air transportation on trips pertaining to official University business. University-owned aircraft may not be used for trips unrelated to University business; provided, however, other officials and employees of the State may use the University aircraft if necessary for the conduct of official State-University business. Persons who are not State employees may also use or be passengers in the University aircraft ~~where~~ when deemed necessary in performing services to the State or the University.

Use of University aircraft must be pre-authorized by the appropriate budget unit head. The Vice President for University Outreach will prioritize aircraft use and address scheduling conflicts. (RM, 9-15-60, p. 6638; amended 4-11-85, p. 18329)

## 4.18—SELECTION OF ARCHITECTS, ENGINEERS, AND LAND SURVEYORS

An objective of ~~The University of Oklahoma~~ is to develop the best possible campus environment, within the limits of available resources, to enhance implementation of its ~~programs~~ missions of teaching, research, and scholarly/creative activity, and professional and University and service and public outreach to the State of Oklahoma. To this end, the Board of Regents hereby establishes this ~~procedure~~ policy to be followed in the selection of professional consultants, which shall supersede all previous policies in this area. The ~~procedure~~ policy covers three areas of concern:

- ~~Soliciting names and screening qualifications of interested firms.~~
- ~~Interviewing, and screening, and selecting three to five firms identified during the solicitation process with a report to the Board of Regents for its actions.~~
- ~~Providing for the s~~Selectioning of architects, engineers, and other consultants in an emergency.

### 4.18.1—SELECTION PROCESS

When the President of the ~~University~~ decides that the University requires the services of a licensed architectural, registered engineering, or registered land surveying firm, the provisions of this policy will be followed. The basic sequence of actions will be as follows:

- 1) Architectural and Engineering Services, when authorized by the Vice President for Administrative Affairs on either campus, will forward a letter to the State Department of Central Services requesting the names of all firms who have established a consultant file with the State of Oklahoma. The letter will contain information which shall define the scope of the proposed project, and identify or describe the various project components, phases, and time tables and sources of funds.
- 2) Upon receipt of the list of appropriate firms by Architectural and Engineering Services, it will send letters of notification to all firms on the list. The letters will solicit a timely expression of interest in performing consultant services for the project and shall contain the following information: (a) description and scope of the project; (b) estimated construction cost; (c) time schedule for the project; (d) funds available, including, federal, ~~S~~state or other sources; (e) specification of the last date for submitting a notice of interest in performing the proposed services to the University; and (f) other pertinent data.
- 3) The University will advise the State Department of Central Services of the firms which ~~responded~~ within 20 days (or longer if allowed by the University) of the postmark date of the letter of notification, and request ~~them~~ the State Department of Central Services to forward copies of the information that each consultant has on file there.

- 4) An interview committee will be established by the Vice President for Administrative Affairs on ~~each~~ the appropriate campus to interview the responding firms. This committee will normally consist of the following persons:

**NORMAN CAMPUS INTERVIEW COMMITTEE**

- a) Representative of the Senior Vice President and Provost (if the project is for an academic use);
- b) Representative of Architectural and Engineering Services;
- c) Representative of Physical Plant;
- d) Other appointees as directed by the Vice President for Administrative Affairs (Norman Campus).

**HEALTH SCIENCES CENTER INTERVIEW COMMITTEE**

- a) Representative of the Senior Vice President and Provost (if the project is for an academic use);
- b) Representative of Architectural and Engineering Services;
- c) Representatives of Operations;
- d) Representative of Facilities Management and Capital Planning;
- e) Other appointees as directed by the Vice President for Administrative Affairs, HSC.

Normally, the chair of the interview committee will be designated by the appropriate Vice President for Administrative Affairs, who may also augment the committee to permit comprehensive representation.

**TULSA CAMPUS INTERVIEW COMMITTEE**

- a) Representative of the OU-Tulsa President;
  - b) Representative of Architectural and Engineering Services;
  - c) Representative of Facilities Management and Capital Planning;
  - d) Other appointees as directed by the OU-Tulsa President.
- 5) The interview committee shall review the consultant files forwarded and select a minimum of three (~~3~~) and a maximum of five (~~5~~) firms for more detailed consideration and interview. Where possible, the maximum should be selected. In making these selections, the committee shall consider, among other things: (a) factors of the Consultant Interview Evaluation form; (b) specialized experience in type of

- work proposed; (c) capacity of consultant to perform the services on time; (d) past performance by the consultant; and (e) consultant's principal place of business.
- 6) The interview committee will conduct interviews of the firms selected for more detailed consideration and develop a numerical rating of the qualifications of each firm. If out-of-state firms are under consideration, all in-state firms will be given a five percent preference by multiplying their final numerical rating by a factor of 1.05. For the purpose of determining whether a firm or a team consisting of both in-state and out-of-state firms can be qualified as an in-state firm, the following criteria are to be used: (a) the firm with which the contract will be executed must have a principal place of business and a substantial continuing presence in Oklahoma, and (b) a majority of the work effort on the project must be accomplished by the in-state firm(s). A report of the results will be forwarded to the University President for action by the Board of Regents to rank and select consultants.
  - 7) Following action by the Board of Regents, a full report of the selection process will be forwarded by the Chairman of the Board of Regents to the Office of the Governor for review.
  - 8) Normally, following review by the Governor, the University President or his designee will negotiate a contract with the first choice consultant. However, if the University cannot reach agreement with the first choice consultant, negotiations shall be terminated and the University shall negotiate, in a similar pattern, with the remaining consultants in descending rank order until an agreement is reached. The President or his authorized designee ~~is authorized to~~ may execute the consultant contract.

#### 4.18.2—EMERGENCIES

Where a sudden unexpected happening or unforeseen occurrence arises whereby it is impossible for the University to observe this policy because of the time factor and if public health or safety is endangered or where a condition or situation arises which, if allowed to continue, would lead to economic loss to the State or further damage to State property, the President may declare an emergency, giving reasons therefore, and, upon notifying the Board of Regents and the Director of the State Department of Central Services, enter into a consultant contract up to \$25,000.00. (RM, 3-24-70, p. 10282; 10-18-89, p. 21381; 3-6-96, p. 24811; 3-29-00, p. 26909)

## 4.19—PROJECT-RELATED UTILITY EASEMENTS

The President of the University or his authorized designee is authorized to approve required utility easements for construction projects in those instances when the Board of Regents has authorized the entire project. It is the understanding of the Board of Regents that in order to facilitate the approval of these routine project-related utility easements, the following procedure will be followed:

- Each easement will be reviewed by the University Legal Counsel and other appropriate members of the University staff.
- The President or his authorized designee will may approve the easement on behalf of the Board of Regents.
- Record copies of the easements will be on file in the office of the Executive Secretary of the Board of Regents and in the Office of Legal Counsel. (RM, 12-9-76, p. 14229; 3-29-00, p. 26909)



## 4.20—OIL AND GAS CONTRACTS

The Chair of the Board of Regents of The University of Oklahoma, the President of The University of Oklahoma, and the Executive Secretary of the Board of Regents of The University of Oklahoma, acting for and on behalf of, and for the use and benefit of, The University of Oklahoma Board of Regents, are hereby authorized to execute on the behalf of The University of Oklahoma Board of Regents or the Regents of The University of Oklahoma, all Division and Transfer Orders, oil and gas leases, and all sales contracts affecting oil or gas belonging to The University of Oklahoma Board of Regents or to the Regents of The University of Oklahoma for the use and benefit of The University of Oklahoma Board of Regents, in any capacity, which Division and Transfer Orders, oil and gas leases, and sales contracts are necessary to be filed with any person, firm, or corporation with which said Board of Regents or University may do business; said officers being hereby authorized to sell or lease or reject offers for sale or lease of all oil and gas now in the custody of any person, firm, or corporation or which may hereafter be given into their custody to the credit of said Board of Regents or University. (RM, 6-6-63, pp. 7417-18; 3-29-00, p. 26909)

## 4.21—FINANCIAL EMERGENCY POLICY

While it is assumed that the administration of ~~The University of Oklahoma~~ has a continuing responsibility for maintaining a sound budget and that, through responsible financial management and appropriate retrenchment policies, all approaches for averting a financial crisis will be utilized, it is possible that a financial emergency might become inevitable. The following statement outlines the administrative policies and the procedures for such an eventuality.

The Board of Regents has ultimate responsibility for the financial integrity of the University. Decisions resulting from these policies and procedures are subject to the approval of the Board of Regents, ~~who~~ which may take into consideration such factors as it~~they~~ deems appropriate.

### 4.21.1—DEFINITION

The University of ~~Oklahoma~~ includes ~~three~~ four budgetary agencies: Norman Campus; Law Center; ~~and the Health Sciences Center, including the College of Medicine, Tulsa; and the Professional Practice Plan.~~ A financial emergency is an imminent fiscal crisis that threatens any one of these agencies. A state of financial emergency will be declared whenever the Educational and General Part I budget allocation to the agency necessitates reductions in faculty or staff or reductions in operational budgets that would seriously erode program quality.\*

The President will decide and declare when any agency of the University is in a state of financial emergency. Based upon input information received, the President will submit a plan of action to the Board of Regents for approval.

Specific procedures pertaining to the Norman Campus and Norman Campus programs delivered in Tulsa are included in the Norman Campus Faculty Handbook.

#### *Procedure*

##### **Phase I**

In response to the declaration, the Provost and the vice-presidents will prepare a general plan to relieve the emergency condition. This general plan will not identify specific faculty or personnel for termination but will identify general areas in which reductions are proposed. The plan will be submitted for advisory review to the deans and to a group consisting of faculty, staff and students.

The representative group that will review the general plan on the Norman Campus will be the Budget Council. The Equal Opportunity/Affirmative Action Officer will serve in an advisory capacity as an ex officio member of the Council. The primary consideration in the design and review of the general plan will be to provide the necessary budgetary savings through selective reductions that are substantially less

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\* Although this definition will apply to all the budgetary agencies, the subsequent procedures will apply only to the Norman Campus. The Health Sciences Center and the Law Center will develop their own procedures to be approved by the President.

~~detrimental to the quality and effectiveness of the University's continuing programs than any alternate budgetary reductions. The Budget Council shall submit its recommendations directly to the President and make itself available for consultation and explanation of the report. Based on these recommendations the President will submit a plan to the Board of Regents for their approval.~~

### ~~Phase II~~

~~If, after consideration of all possible sources of possible budget reduction, the general plan approved by the Board of Regents necessitates the termination of faculty or staff, more specific plans for the terminations within each of these groups will be devised.~~

### ~~FACULTY TERMINATIONS~~

~~If the general plan approved by the Regents entails the termination of faculty, the Provost, in consultation with the deans, will suggest a more specific faculty termination plan.~~

~~The Provost will be responsible for developing a specific plan for necessary faculty terminations. In making recommendations regarding these faculty terminations, the Provost will consider the Guidelines for Comparative Program Evaluation. Every termination must be justified on the basis that it will have an effect substantially less detrimental to the quality and effectiveness of the University's continuing programs than any alternative budgetary reductions.~~

~~The faculty termination plan will be submitted for review to a faculty committee composed of five members of the General Faculty (appointed by the Provost from a list of ten names submitted by the Faculty Senate), one administrative appointee, and one non-voting observer from the Provost's Office. No more than two members of the committee may be from the same college. The members of the committee will elect a chair. The Affirmative Action Officer shall serve in an advisory capacity as an ex-officio member of the committee.~~

~~The faculty committee will make recommendations to the Provost. When there are unresolved differences between the Provost and the committee, recommendations of the committee will be submitted to the President along Guidelines for Faculty Terminations.~~

### ~~GUIDELINES FOR FACULTY TERMINATIONS~~

~~The faculty termination plan shall be in accordance with the following guidelines:~~

- ~~➤ To the extent possible, alternatives other than termination should be explored. Examples of such alternatives are early retirement, fractional appointments and reduction in salaries.~~
- ~~➤ Unless a substantial and serious imbalance in the quality within a given program would result:
 
  - ~~➤ Untenured faculty should be terminated before tenured faculty.~~
  - ~~➤ Seniority should be respected.~~
  - ~~➤ Affirmative Action guidelines should be observed.~~~~
- ~~➤ Where termination is required:
 
  - ~~➤ The following dates of notification will be followed:~~~~

- ~~A faculty member with a regular appointment who is not to be reappointed for a second year of service must be so notified no later than March 1; or if the first year of appointment terminates at a time other than the end of the academic year, not less than three months before the end of the appointment period.~~
- ~~A faculty member with a regular appointment who is not to be reappointed to a third year of service must be so notified no later than December 15 of the second year of appointment; or, if the second year of appointment terminates at a time other than the end of the academic year, not less than six months before the end of the appointment period.~~
- ~~A faculty member with a regular appointment who is not to be reappointed to a fourth or subsequent year of service must be so notified no later than July 1 of the year preceding the final year of appointment; or, in the case of an appointment ending at a time other than the end of the academic year, not less than twelve months before the end of the appointment period.~~
- ~~A tenured faculty member who is not to be reappointed because of a financial emergency must be so notified no later than July 1 of the year preceding the final year of appointment.~~
- ~~Employment in some other part of the University should be offered where possible, if the individual is the best qualified candidate.~~
- ~~If the University adds positions during a three-year period following transfer or termination, such faculty members should be given priority for related positions for which they are the best qualified candidate.~~
- ~~In all cases of termination of tenured faculty because of financial emergency, the place of the tenured faculty member concerned will not be filled by a replacement within a period of three years, unless the released faculty member has been offered reinstatement and a reasonable time (not to exceed 45 days) in which to accept or decline it. The right of a faculty member to be employed in another position is subject, in accordance with paragraph 2.a.c, to the rights of other faculty members who have also been terminated or transferred.~~
- ~~A faculty member whose salary or FTE has been reduced shall have the same priority for restoration to his/her former status over a new person.~~
- ~~Each terminated faculty member has the right to have his/her termination reviewed by the Faculty Appeals Board to determine if these guidelines have been followed, but the circumstances of the financial emergency shall not be reviewed.~~

## STUDENT ACCOMMODATIONS

~~If a program is discontinued, students in the program shall be notified and every effort shall be made to allow them to finish their program. (If financial emergency leads to program discontinuance, the guidelines for program discontinuance will apply.) If it is not possible for the students to complete their program, the University may be obligated to make special allowances for such students. Special~~

allowances might include, but not be limited to, the following: ~~permitting the student to complete his/her program by taking work in related departments; accepting more than the usual number of transfer hours; and accepting major work taken by correspondence from the University or other schools.~~

### **STAFF TERMINATIONS**

If the general plan approved by the Regents entails the terminations of staff, the appropriate executive officers, in consultation with the Directors of Personnel and the budget heads, will suggest a more specific staff termination plan.

The staff termination plan will be submitted for review to a committee appointed by the President from nominations submitted by the Staff Senate consisting of one representative from each of the following organizations:

- ~~Employee Management Council~~
- ~~Administrative Staff Conference~~
- ~~Council of Administrative Officers~~
- ~~Association of OU Professional Employees~~
- ~~Managerial Staff Council~~

In addition to the above, the committee will include two representatives from the Staff Senate. The Equal Opportunity/Affirmative Action Officer will serve in an advisory capacity as an ex-officio member of the committee. The Staff Senate will nominate twice the number of appointments and the President will select from the nominees. The committee will elect its chair.

The committee will review each suggested termination according to the criterion that its effect is substantially less detrimental to the institution's ability to fulfill its mission than would be other terminations. The committee will make recommendations to the executive officers responsible for the plan. Where there are unresolved differences between the executive officer and the committee, recommendations of the committee will be submitted to the President.

### **GUIDELINES FOR STAFF TERMINATIONS**

Should it become necessary to terminate staff for reasons of financial emergency, the following considerations should be made:

- ~~Unless a substantial and serious imbalance in the quality of services provided would result, seniority should be respected to the extent possible.~~
- ~~To the extent possible, alternatives other than termination should be considered:~~
  - ~~Alternate employment in the University should be offered whenever possible.~~
  - ~~Staff accepting alternate employment should not lose their priority to return to their original position within a three-year period as long as the staff member maintains an active file in the Office of Personnel Services.~~

- ~~➤ Terminated or transferred staff should be given priority when the University subsequently adds positions for which they are qualified within a three-year period as long as the staff member maintains an active file in the Office of Personnel Services.~~
- ~~➤ Terminations should be made in such a way as to assure compliance with the University's Affirmative Action guidelines.~~
- ~~➤ Each terminated staff member has the right to appeal his/her case through the regular Grievance Procedures as outlined in the University's *Staff Handbook*. (RM, 11-10-77, pp. 14718-24; 3-29-00, p. 26909)~~

## 4.22—INITIATIVES TO IMPROVE EFFECTIVE USE OF FUNDS ~~POLICY~~

The University of Oklahoma places a high priority on reducing administrative costs and directing money into teaching, libraries, and other academic programs. The University has realized significant success in these areas but is committed to continual progress. In some cases, the University can provide services at lower costs by adopting a single program for the entire University – the Norman Campus, the Health Sciences Center Campus, and the Tulsa Campus. As appropriate and by mutual consent,<sup>7</sup> consideration will also be given to including Cameron University and Rogers State University.

When a proposal for a contract, policy, or action that possibly might apply to multiple campuses is brought to the Board of Regents, the item will include a report of an analysis of the applicability to all campuses. When the analysis indicates benefits for including two or more campuses, the action will include either implementation at the campuses or a plan for extending the action to multiple campuses in a thoughtful and timely manner.

~~The President will conduct on-going studies of consolidating organizations and functions across campus and will, after receiving input information from Presidents at Cameron University and Rogers State University, implement those ideas that promise benefits. The President will report to the Board of Regents at least once a year on progress. (RM, 6-17-93, p. 23410)~~

## 4.23—UNIVERSITY GUIDE TO SERVICES

In addition to the policies approved by the Board of Regents as expressed in the *Regents' Policy Manual*, the President and/or his~~or~~ her designee and the Vice Presidents for Administrative Affairs and/or his~~her~~ ~~their~~ designees are authorized to develop, disseminate, and operationalize ~~implement~~ other prudent financial and management ~~practices-procedures~~ and policies that, in their judgment, facilitate the effective administration of the University. Any such practices or policies are to be incorporated into the *University Guide to Services Manual*, *Administrative Affairs Guide to Services*, *Norman Campus*, and the *Policies and Procedures Manual of the University of Oklahoma Health Sciences Center*.

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<sup>1</sup> This seems excessive for the Regents Policy Manual. Better in Administrative Affairs manuals?

<sup>2</sup> This seems excessive for the Regents Policy Manual. Better in Class Bulletin?

<sup>3</sup> We recommend this Section 4.8.1 be moved to Section 5.5.

<sup>4</sup> Repeated above.

<sup>5</sup> This is not a policy. Omit?

<sup>6</sup> This paragraph is not a policy. Omit?

<sup>7</sup> Whose consent?



The Board of Regents is vested with the governance of the University. Within its authority is the governance of the administration and management of the University, including without limitation, powers and duties of the Board of Regents, Presidential succession, and administrative searches. Specific provisions pertaining to the management of the University and related matters may be set forth in the Faculty and Staff Handbooks, student handbooks, and/or other official policy documents of the University. Any modification to a Board of Regents policy in the policy documents referred to above or elsewhere must be made through action of the Board of Regents.

## **1.1—FUNCTIONS OF THE UNIVERSITY** **~~HES~~**

The broad functions of ~~Cameron University and Rogers State~~ the University as assigned by the Oklahoma State Regents for Higher Education, include:

- a) Both lower and upper-division undergraduate study in several fields leading to the associate degree and the bachelor's degree;
- b) A limited number of programs leading toward the first-professional degree when appropriate to an institution's strengths and the needs of the state;
- c) Graduate study below the ~~doctor's~~doctoral level, primarily in teacher education but moving toward limited comprehensiveness in fields related to Oklahoma's manpower needs;
- d) Extension and public service responsibilities in the geographic regions in which they are located;
- e) Responsibility for institutional and applied research in those areas related closely to their program assignments; and
- f) Responsibility for regional programs of economic development.

## 1.2—BOARD OF REGENTS

### 1.2.1—ADMINISTRATION

~~As provided by law, the Board of Regents of the University of Oklahoma, thereafter, (hereafter “The Board of Regents” or “Regents” as the context permits)~~ shall adopt such rules and regulations, as it deems necessary, to govern its proceedings and the conduct of its business. It shall annually elect a Chair, a Vice Chair, and an Executive Secretary, each of whom shall serve a term of one year and until a successor is elected and qualified, and who shall have such powers and duties as may be prescribed by the ~~Board of Regents~~. The Executive Secretary of the Board ~~of Regents~~, who need not be a member of the ~~Board of Regents~~, shall keep a record of all transactions of the ~~Board of Regents~~. The ~~Board of Regents~~ shall adopt an official seal.

### 1.2.2—AGENDA FOR MEETINGS

The Chair of the Board of Regents will prepare and approve all items to be placed on the agenda for the Board of Regents' meetings, which authority may be delegated to the ~~president~~ Presidents of the Universities and the Executive Secretary of the Board of Regents for preliminary preparation. Other items requested by any three Regents will be placed on the agenda.

### 1.2.3—EDUCATION PROGRAM

Unless otherwise prohibited by law, each person appointed ~~on or after January 1, 1991~~, as a member of the Board of Regents ~~for an institution or group of institutions within The Oklahoma State System of Higher Education~~ shall be required to attend a minimum of fifteen ~~(15)~~ clock hours of continuing education during the first two ~~(2)~~ years of the term of office of the member. At least two of the fifteen hours must be in ethics. The continuing education ~~requirement shall be governed by courses, which shall satisfy the continuing education requirement, shall be held within this State and shall be selected~~ by the Oklahoma State Regents for Higher Education. The Attorney General shall advise the Oklahoma State Regents for Higher Education on the selection of continuing education courses.

~~The State Regents' Education Program is mandated by state law. It is the intent of the Oklahoma Legislature that the failure by a member of the Board of Regents to satisfy the continuing education requirements of this section shall~~ may disqualify such member from being reappointed to the ~~membership of the Board of Regents to which such a person is a member~~ or from being appointed to the membership of any other ~~Board of Regents~~ of any institution or group of institutions within ~~the~~ Oklahoma State System of Higher Education.

~~The Oklahoma State Regents for Higher Education shall provide opportunities for Regents to complete said continuing education at various locations within the State. At least half of said opportunities shall be scheduled outside of the major population centers. (O.S. 1991, Title 70, § 3228)~~

## 1.2.4—ESTABLISHMENT

- a) The Board of Regents, provided for by Section 8, Article XIII, Oklahoma Constitution, shall constitute a body corporate by the name of Regents of ~~the~~The University of Oklahoma and shall be the government of The University of Oklahoma, Cameron University, and Rogers State University. ~~The Board of Regents~~ shall consist of seven members to be appointed by the Governor by and with the advice and consent of the Senate.
  - b) Appointments shall be to numbered positions on the ~~Board~~Board of Regents.
  - c) No member of the ~~Board~~Board of Regents shall be employed upon any work to be performed in connection with ~~t~~The University of Oklahoma, Cameron University, or Rogers State University, nor shall any member of said ~~Board~~Board of Regents enter into any contract or business transaction involving a financial consideration with The University of Oklahoma, Cameron University, or Rogers State University.
  - d) Members of the ~~Board~~Board of Regents shall be subject to removal from office as provided by law for the removal of elective officers not liable to impeachment.
  - e) Vacancies on the ~~Board~~Board of Regents shall be filled by the Governor, for the unexpired term, by and with the advice and consent of the Senate.
- ~~f) f) Each member of the Board of Regents of The University of Oklahoma shall take and subscribe to the oaths required of State officials, as provided by law, generally. (O.S. Supp. 1999, Title 70, § 3302, 3303[a])~~

## 1.2.5—OFFICIAL COMMUNICATIONS

- a) The proper channel through which recommendations concerning the policies and/or administration of its governed entities, as a whole or in any of its parts, should be communicated to the Legislature or other State officials are the ~~P~~presidents of the ~~U~~universities and the ~~Board~~Board of Regents. Further, any official statement made on behalf of the Board ~~of Regents~~ to the public through the press or otherwise, shall be made only by the Chair of the Board ~~of Regents~~; provided, the ~~president~~Presidents of the ~~U~~universities or their designees may publicly explain prior ~~Board~~Board of Regents' action as deemed necessary and proper.
- b) Nothing in the preceding subsection ~~“a”~~(a) is intended to or should be construed to abridge the rights and privileges of individual Regents to publicly express their personal opinions on any matter or to abridge constitutional rights of employees to comment on matters of public concern or to prohibit any other rights of communication established by law.

## 1.2.6—POWERS AND DUTIES

The Board of Regents shall have ~~been constitutionally and statutorily vested (hereafter, "vested")~~ with the supervision, management and control of ~~Cameron University and of Rogers State~~ the University and shall have the following additional powers and duties:

- a) Adopt such rules and regulations, as it deems necessary, to govern the Cameron University and Rogers State University.
- b) Employ and fix the compensation and duties of such personnel, as it deems necessary, including architects, attorneys, engineers and other professional and technical persons, for its operation and for the operation of the Cameron University and Rogers State University. Any of such personnel having custody of public funds or other public property may be required to furnish corporate surety bonds in such amounts as may be deemed necessary by the ~~Board~~ Board of Regents, payable to the State of Oklahoma and conditioned upon a faithful accounting of all such funds and property.
- c) Enter into contracts; purchase supplies, material and equipment; and incur such other expenses as may be necessary to make any of its powers effective.
- d) Authorize officials of ~~the Cameron University and of Rogers State~~ University to act in its behalf in the making of contracts; or in carrying out the powers conferred upon it.
- e) Receive and make disposition of moneys, grants, and property from ~~f~~ Federal agencies, and administer the same in accordance with ~~f~~ Federal requirements.
- f) Accept gifts of real and personal property, money, and other things, and use or dispose of the same in accordance with the directions of the donors or grantors thereof.
- g) Direct the disposition of all moneys appropriated by the Legislature or by the Congress or derived from the sale of bonds or received from any other source by the Cameron University and Rogers State University.
- h) Acquire and take title to real and personal property in its name, on behalf of ~~the Cameron University and on behalf of Rogers State~~ University and convey, exchange or dispose of, or otherwise manage or control, such property in the interest of the Cameron University and Rogers State University including the granting of leases, permits, easements and licenses over or upon any such real property. The ~~Board~~ Board of Regents shall have the power to institute legal action in the name of the Board of Regents before any court having jurisdiction of such actions. The ~~Board~~ Board of Regents shall have the custody and control of abstracts of title and instruments affecting the ownership of or title to real property belonging to the ~~Board~~ Board of Regents, and being held by the Board on behalf of the Cameron University, and on behalf of Rogers State University.
- i) Have supervision and charge of the construction of all buildings at the Cameron University and Rogers State University.

- j) Determine the need for and cause to be constructed, residence halls and other buildings, on a self-liquidating basis, at ~~the Cameron University and at Rogers State University~~.
- k) Establish and maintain plans for tenure and retirement of employees of the ~~BoardBoard of Regents, and of and the Cameron University and Rogers State University~~, and for payment of deferred compensation of such employees; and make available health, vision, dental, life, and accidental death and disability benefits for such employees and their dependents. The ~~BoardBoard of Regents~~ may pay for all or a part of the cost thereof for employees, with funds available for the operation of the ~~institutionUniversity~~. Amounts payable by an employee for such insurance or annuity contracts may, with the consent of the employee, be deducted from payroll.
- l) Audit all accounts against the funds appropriated for the use and maintenance of ~~the Cameron University and Rogers State~~ University and the State Treasurer shall issue warrants for the amount of all accounts, including salaries and expenses of said ~~BoardBoard of Regents~~, which shall have been audited and allowed by the Board of Regents and attested by the Secretary of the Board, ~~the President of Cameron University~~, and the President ~~of Rogers State University~~.
- m) Provide penalties and forfeitures by way of damages and otherwise for the violation of rules and regulations of the ~~BoardBoard of Regents~~, which may be sued for and collected in the name of the ~~BoardBoard of Regents~~ before any court having jurisdiction in such actions.

~~n)n)~~ Do all things necessary and convenient to carry out the powers expressly granted to it by the Constitution and the laws of the State, ~~and/or~~ to make ~~the Cameron University and Rogers State~~ University effective for the purposes for which they are maintained and operated and the enumeration herein of certain powers and immunities of the Board of Regents ~~of the University~~ shall not be construed as in derogation or as a limitation of the powers and immunities properly belonging to the ~~BoardBoard of Regents~~ in the government of ~~the Cameron University and Rogers State~~ University. ~~by virtue of Section 8, Article XIII of the Constitution. (O.S. Supp. 1999, Title 70, § 3305)~~

#### 1.2.7—TRAVEL EXPENSES

Members of the ~~BoardBoard of Regents~~ shall be allowed necessary travel expenses as may be approved by the ~~BoardBoard of Regents~~ and as are reasonably incurred in the discharge of their obligations on behalf of any governed entity and will be reimbursed in accordance with the applicable State Travel Reimbursement Act. ~~(O.S. 1999, Title 70, § 3303[b])~~

## 1.3—ACTING PRESIDENT

On occasion the President of ~~the Cameron University and/or the President of Rogers State~~ University, on account of official business, vacation, illness, or other unavoidable cause, are absent from their respective campuses. During such absences, it is essential that provision be made so that official business may proceed. Therefore, in the temporary absence of the ~~president~~President, the order of succession for ~~the Cameron University and Rogers State~~ University will be as follows:

### CAMERON UNIVERSITY

Provost

Vice President for Business and Finance

### ROGERS STATE UNIVERSITY

Vice President for Academic Affairs

Vice President for Business Affairs

In the event any of the above named positions are filled by persons in an acting or interim capacity, the line of succession shall automatically be directed to the next position.

In the event ~~any of~~-the ~~president~~Presidents of the universities shall resign, be incapacitated, be on an extended leave of absence, or otherwise be unable to perform the duties ~~of President~~ for a period in excess of 30 days, an Acting or Interim President shall be designated by the Board of Regents. The Acting or Interim President shall have all powers, duties and responsibilities normally held by the ~~P~~presidents of the ~~U~~niversityies.

## 1.4—ADMINISTRATIVE SEARCH COMMITTEES

The selection of the ~~president~~Presidents and other administrators is the responsibility of the Board of Regents, and any process leading to that selection is the prerogative of the particular Board of Regents in office at the time the selection process is to be initiated. ~~—~~It is suggested that administrative search committees make nominations and recommendations concerning candidates and that the ~~president~~Presidents of the universities and the Board of Regents be guided by them in most instances, but it is understood that the ~~president~~Presidents of the Universities and the Board of Regents shall not be bound by nor limited to nominations and recommendations of administrative search committees.

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### PRESIDENTS OF THE UNIVERSITIES

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It is recommended that presidential search committees have representation by faculty, student(s), and staff. The Board of Regents ~~would~~appoints these members from nominees selected by the official faculty, ~~staff~~ and student governance organizations on each campus. Staff nominees will be selected by the senior academic officer of the University. Faculty members shall constitute a majority of search committee ~~those~~ members chosen from the faculty, staff, and students.

There shall be twice as many nominees as there are positions. The Board of Regents ~~shall~~ may designate other members as deemed appropriate.

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### PROVOSTS, VICE PRESIDENTS ~~AND VICE PROVOSTS~~

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The committee shall have faculty, student, and staff representation. The ~~P~~Presidents of the Universities shall appoint these members from nominees selected by the official faculty, ~~staff~~ and student governance organizations on each campus. ~~—~~Staff nominees will be selected by the President in consultation with the Vice Presidents and Provost. There shall be twice as many nominees as there are positions. The ~~P~~Presidents of the Universities may designate other members as deemed appropriate.

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### DEANS

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The Deans search committee shall have faculty, student, and staff representation. The ~~P~~Presidents of the Universities shall appoint these members from nominees selected by the official faculty, ~~staff~~ and student governance organizations on each campus. Staff nominees will be selected by the President in consultation with the Provost/Vice President for Academic Affairs. Upon requesting nominations by faculty members, the ~~P~~Presidents of the Universities shall designate the number of positions to be filled from (1) the general faculty of the particular school or unit involved and (2) the University faculty at large. There shall be at least one position filled from the University faculty at large from nominations made by the Faculty Senate. In all cases, there shall be twice as many nominees as there are positions. The ~~P~~Presidents of the ~~u~~Universities shall make all appointments.

## 1.5—COMPLIANCE CERTIFICATION

The ~~P~~presidents of the ~~U~~niversities or the ~~P~~presidents' authorized designees are authorized to sign assurances of compliance with regulations of such ~~f~~ederal agencies as may be required.



## 1.6—INTERIM OFFICERS

At the time of appointment to the position of Interim President, Interim Provost, Interim Vice President, or Interim Academic Dean, ~~it will be stated~~ the Board of Regents will state whether ~~or not~~ the appointee is a candidate for the permanent position.

## 1.7—PRESIDENTIAL AUTHORITY ~~PREROGATIVES~~

~~The Board has left to the institutional president and/or administration broad responsibilities for internal development of policies and procedures for the conduct of affairs not specifically addressed by board policy.~~

The Presidents and their administrators have broad authority to develop policies and procedures for the conduct of internal affairs of the University not specifically addressed by and not inconsistent with Board of Regents policy.

The Board of Regents is vested with the governance of the University. Within its authority is the governance of all faculty personnel matters, including without limitation, appointments, evaluations, academic misconduct, grievances, and academic appeals. Specific provisions pertaining to faculty personnel policies and related matters may be set forth in the Faculty and Staff Handbooks, student handbooks, and/or other official policy documents of the University. Any modification to a Board of Regents policy in the policy documents referred to above or elsewhere must be made through action of the Board of Regents.

## 2.1—FACULTY PERSONNEL POLICIES

It is the policy of the University to recognize and implement the functions assigned to it by the Oklahoma State Regents for Higher Education. These functions are teaching, research and creative/scholarly activity; and professional and University service and; ~~and~~ public outreach service. The responsibility for carrying out this policy is shared by the Board of Universities' Regents, administrative officers, and the regular ~~general~~ faculty.

### 2.1.1—THE REGULAR ~~GENERAL~~ FACULTY

The Regular ~~General~~ Faculty of the University ~~is may be~~ composed of all faculty members with regular appointments including tenure track, tenured, and consecutive term/renewable term appointments at the ranks of instructor, assistant professor, associate professor, and professor.

~~All legislative powers of the faculty relative to the University as a whole are vested in the General Faculty. These legislative powers are exercised by the Faculty Senate. The Faculty Senate is responsible to the General Faculty for all action taken in its behalf.~~

Additional policies related to the Regular ~~General~~ Faculty and the Faculty Senate are contained in Faculty Handbook of the University.

### 2.1.2—ACADEMIC FREEDOM AND RESPONSIBILITY

#### INSTITUTIONAL ACADEMIC FREEDOM

The accumulation and exchange of knowledge is among the preeminent purposes of the University, and the acknowledgement of individual academic freedom is one the cornerstones to ensure such purposes are achieved. Equally important in meeting these goals is the recognition of the right inherent in the responsibility of the Board of Regents to govern the University. "[I]t is the business of a university to provide that atmosphere which is most conducive to speculation, experiment and creation. It is an atmosphere in which there prevail 'the four essential freedoms' of a university – to determine for itself on academic grounds who may teach, what may be taught, how it shall be taught, and who may be admitted to study." *Sweezy v. New Hampshire*, 354 U.S.

234, 263.; 77 S.Ct. 1203; 1 L.Ed.2d 1311 (1957).

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### ACADEMIC FREEDOM

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The 1940 *Statement of Principles on Academic Freedom and Tenure*, with 1970 Interpretive Comments, of the American Association of University Professors has long been recognized as providing valuable and authoritative guidelines for policy and practice in American colleges and universities. The section on academic freedom below is essentially a restatement of these principles, with some modification and extension consistent with their intent and with later declarations by the Association. In the formulation that follows, these principles have been adopted as ~~University~~ policy by the Board of Regents ~~of Cameron University and Rogers State University~~.

- a) Faculty members are entitled to full freedom in research and publication, subject to any restrictions set by law or by applicable codes of professional ethics, and subject to adequate performance of their other academic duties and to stated University policy on outside employment; but, except under conditions of national emergency, a faculty member should not undertake to do research on University time or using University facilities or funds under any agreement which would (except for a definitely and reasonably limited time) prohibit open communication of the results.
- b) Faculty members are entitled to freedom in the classroom in discussing their subject, but it is inappropriate for a teacher persistently to intrude material, which has no relation to the subject of instruction.
- c) As members of the community, university teachers have the rights and obligations of any citizen. They measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. In speaking or acting as private persons, faculty members avoid creating the impression of speaking or acting for their college or university. As a citizen engaged in a profession that depends upon freedom for its health and integrity, the university teacher has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.
- d) As citizens, university teachers should be free to engage in political activities consistent with their obligations as teachers and scholars and with University policy. ~~Some activities, such as seeking election to an office for which extensive campaigning is not required, or service in a part-time political office, may be consistent with effective service as a member of the faculty. More extended or intensive activity may require that the faculty member request a leave of absence. A leave of absence incident to political activity should come under the normal rules and practices respecting leaves of~~

~~absence, and it should not affect the tenure status of a faculty member, except that time spent on such leave does not count as probationary service.~~

- e) Freedom of access to recorded knowledge being essential to learning and research in a democracy, the right and the obligation of the university to provide a full range of materials on any subject, even though some views might be currently unpopular or controversial, or appear incorrect, shall not be infringed. The principles of academic freedom shall apply to the presence of materials and also to those who provide and those who use them.

~~f)The Cameron University and Rogers State~~ University endorses the 1957 declaration of the American Association of University Professors which "...asserts the right of college and university students to listen to anyone whom they wish to hear...affirms its own belief that it is educationally desirable that students be confronted with diverse opinions of all kinds, (and) therefore, holds that any person who is presented by a recognized student or faculty organization should be allowed to speak on a college or university campus." Duly constituted organizations at Cameron University and Rogers State University may invite speakers without fear of sanctions. However, in the exercise of these rights, it is clearly recognized that:-

Membership in the academic community imposes on students, faculty members, administrators, and trustees an obligation to respect the dignity of others, to acknowledge their right to express differing opinions, and to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression on and off the campus. The expression of dissent and the attempt to produce change, therefore, may not be carried out in ways which injure individuals or damage institutional facilities or disrupt the classes of one's teachers or colleagues. Speakers on campus must not only be protected from violence but must be given an opportunity to be heard. Those who seek to call attention to grievances must not do so in ways that significantly impede the functions of the institution. **(1970 declaration of the AAUP Council)**

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#### ACADEMIC RESPONSIBILITY

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The concept of academic freedom shall be accompanied by an equally demanding concept of academic responsibility. ~~Nothing in the following statement is intended to abridge in any way the principles and procedures advanced in the 1940 Statement of Principles on Academic Freedom and Tenure of the American Association of University Professors.~~ This statement is derived in substantial measure from the AAUP 1966 Statement on Professional Ethics.

Faculty members have responsibilities to their students. They shall encourage in students the free pursuit of learning and independence of mind, while holding before them the highest scholarly and professional standards. Faculty members shall show respect for the student as an individual and adhere to their proper role as intellectual guides and counselors. They shall

endeavor to define the objectives of their courses and to devote their teaching to the realization of those objectives; this requires judicious use of controversial material and an avoidance of material, which has no relationship to the objectives of a course.

Faculty members shall make every reasonable effort to foster honest academic conduct and to assure that their evaluations reflect, as nearly as possible, the true merit of the performance of their students, regardless of their race, creed, sex or political beliefs. Faculty members shall avoid any exploitation of students for private advantage and acknowledge significant assistance from them.

Faculty members have responsibilities to their colleagues, deriving from common membership in a community of scholars. They shall respect and defend the free inquiry of their associates. In the exchange of criticism and ideas, they should show due respect for the opinions of others. They shall acknowledge their academic debts and strive to be objective in the

professional judgment of their colleagues. Although service must be voluntary, faculty members should accept a reasonable share of the responsibility for the governance of their institution. If driven by his or her conscience into dissent, the faculty member shall take care that this dissent does not interfere with the rights of colleagues and students to study, research, and teach.

Faculty members have responsibilities to their discipline and to the advancement of knowledge generally. Their primary obligation in this respect is to seek and to state the truth as they see it. To this end, they shall devote their energies to developing and improving their scholarly competence. They shall exercise critical self-discipline and judgment in using, extending, and transmitting knowledge, and they shall practice intellectual honesty.

Faculty members have responsibilities to the educational institution in which they work. While maintaining their right to criticize and to seek revisions, they shall observe the stated regulations of the institution, provided these do not contravene academic freedom. Faculty members shall determine the amount and character of the work they do outside their institution with due regard to their paramount responsibilities within it. When considering the interruption or termination of his or her service, the faculty member recognizes the effect of such a decision upon the program of the institution and gives due notice of the decision.

### 2.1.3—FACULTY ACCOUNTABILITY

A faculty member is held accountable for his or her performance in fulfilling faculty duties and in meeting the requirements of academic responsibility and University policies. Persons who accept full-time employment at ~~the Cameron University and Rogers State~~ University owe their first duty and first loyalty to ~~the the respective U~~niversity. Any other employment or enterprise in which they engage for income must be secondary to their University duties. The most immediate agents of faculty accountability are the ~~faculty member's~~ chairs, who should

maintain close and regular communication with the faculty member. Among the various mechanisms for ensuring faculty accountability, the most important include annual performance evaluations ~~for possible salary increases~~, and such periodic evaluations as those for advancement in rank. These processes have the primary function of identifying meritorious performance to be rewarded, but they also provide a means by which the University may strengthen itself, by identifying needs for improved performance.

Meritorious and responsible faculty performance is first and foremost an individual professional obligation. But it is also the product of a cooperative effort by faculty members and administrative officers assisting one another, informing one another, jointly seeking to assure that each faculty member's capabilities are developed fully and creatively. Performance that is lacking in merit or responsibility, when identified, is a challenge both to the individual and to the academic unit and its leaders, in their exercise of the unit's career development responsibilities. Just as faculty members are held accountable for their performance, administrators of academic units are held accountable for their leadership in the career development of the faculty in their units.

For those cases where they are needed, the University has at its disposal the more drastic measures of severe sanctions, ~~dismissal, and abrogation of tenure~~

#### 2.1.4—FISCAL RESPONSIBILITY

In each case where tenure is awarded, there must be assurance that continuing financial support can reasonably be anticipated. The President shall determine whether ~~that~~ funds are sufficiently secure to support the awarding of tenure.

#### 2.1.5—PROFESSIONAL ACTIVITIES OF THE FACULTY

Above all else, the University exists for learning and scholarship of a breadth and depth that result in excellence in all of the University's major functions: teaching, research and creative/scholarly activity; ~~and professional and University service~~; and public outreach ~~service~~. Each academic unit has an obligation to contribute to each of the three functions of the University. Faculty members play a central role in the realization of these functions and fulfill the obligations of the academic unit by contributing their unique expertise and competence. Decisions regarding tenure, promotions, and salary increases are based upon an assessment of the faculty member's performance and contributions to the total mission of the University.

## 2.2—FACULTY APPOINTMENTS

### ~~2.2.1—REGULAR FACULTY APPOINTMENTS~~

~~The Board of Regents of the University of Oklahoma is constitutionally/statutorily vested with the governance of Cameron University and Rogers State University. Included in the powers and duties of the Board is the governance of all faculty appointments and related matters. The specific provisions proscribing faculty appointments and related matters are set forth in the Faculty Handbooks of Cameron University and Rogers State University as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.~~

### ~~2.2.2—NON-ACADEMIC PERSONNEL~~

~~The President is authorized to recommend for Regents' approval certain non-academic personnel for designation to academic status.~~

### 2.2.13—RESERVE OFFICERS' TRAINING CORPS PERSONNEL

The senior line officer of each department (Army, Naval, and Air Force) shall be given the rank of Professor; the executive officer (next senior officer) shall be given the rank of Associate Professor; the other officers shall be given the rank of Assistant Professor or Instructor. Officers who arrive for duty and who are interested in undertaking graduate work may be designated as Special Instructors instead of Assistant Professors so they will not be precluded from receiving a graduate degree, which, under regulations of the Graduate College and the University, cannot be conferred on faculty members with an academic rank higher than Instructor; non-commissioned officers and petty officers shall be given the title of Instructor.

An academic rank once assigned to an officer shall be retained by him or her during the his entire tenure with the University unless he or she is promoted to a higher faculty position, even though a more senior line officer becomes either the commanding officer or executive officer, except when regulations of a branch of the Defense Department provide that only one officer may be designated as Professor and Associate Professor on a campus.

### 2.2.24—REAPPOINTMENT AND NON-REAPPOINTMENT

Action on the reappointment of tenure-track and renewable term/consecutive term appointees is initiated by the academic department chair/head unit through the respective dean to the Provost/Vice President for Academic Affairs, President, and Board of Regents. Any final decision not to reappoint a faculty member ~~is~~ shall be determined by the Board of Regents.



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**NOTIFICATIONS OF NON-REAPPOINTMENT OF TENURE-TRACK OR RENEWABLE  
TERM/CONSECUTIVE TERM CONTRACT**

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- a) A non-tenured faculty member with a regular appointment who is not to be reappointed must be so notified no later than March 1; or, if the first year of appointment terminates at a time other than the end of the academic year, not less than three months before the end of the appointment period.
- b) —All notifications of non-reappointment shall be given in writing by the Provost/Vice President for Academic Affairs.

## 2.3—FACULTY EVALUATION

### 2.3.1—FACULTY EVALUATION, ADVANCEMENT IN SALARY, AND PROMOTION IN RANK

Faculty evaluation is a continuous process, both prior to and following the granting of tenure. An annual review of each faculty member's performance is the responsibility of the academic deans and the specific academic ~~department chair/head~~units. A systematic procedure for accomplishing such evaluations shall be developed in each academic unit, with the participation and approval of the dean and the Vice President for Academic Affairs/Provost. The criteria for evaluation shall be carefully and clearly stated. Specific faculty assignments within an academic unit and the specific mission of a particular academic unit may have different percentages of effort distributed across the areas of professional activity (teaching, research and creative/scholarly activity; and professional and University service, and public outreach ~~and creative activity, service~~) if, in consultation with the dean and Vice President for Academic Affairs/~~Provost~~, this is determined to assist the entire University in best meeting its mission.

~~The Board of Regents of the University of Oklahoma is constitutionally/statutorily vested with the governance of Cameron University and Rogers State University. Included in the powers and duties of the Board is the governance of all policy pertaining to faculty evaluation, advancement in rank, tenure, and promotion in rank. The Sspecific provisions preescribing faculty evaluation, advancement in salaryrank, tenure, and promotion in rank are set forth in the Faculty Handbook of the respective Uuniversities as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.~~

### 2.3.2—FACULTY TENURE

Tenure implies a mutual responsibility on the part of the University and the tenured faculty member. In granting tenure to a faculty member, the University makes a commitment to the faculty member's his or her continued employment, subject to certain qualifications. The University expects that tenured faculty members will maintain the level of performance by which they initially earned tenure. In those exceptional cases, when it is recommended that a faculty member be permitted to reduce his or her employment to less than full-time and maintain a tenured status, specific Regential approval must be granted.

Faculty members accorded tenure will normally commence their tenure appointments in the academic year immediately following the Board of Regents' action.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the Cameron University and Rogers State University. Included in the powers and duties of the Board is the governance of all tenure decisions. The Sspecific tenure policies and~~

~~Recommendation~~ procedures are set forth in the Faculty Handbooks of the respective ~~campuses of the University~~ as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.

### 2.3.3—POST-TENURE REVIEW

Post-tenure review at ~~the Cameron University and Rogers State~~ University is a periodic peer-based evaluation of tenured faculty; for the purpose of guiding career development and, when judged necessary, improving faculty performance. The post-tenure review process is based on and extends the annual evaluation of faculty through two processes:

- 1) A retrospective review of faculty performance in teaching, research and creative/scholarly activity; and professional and University service and public outreach and service over the three ~~to five~~ years preceding the review; and
- 2) A formative evaluation for future professional growth.

For all faculty, post-tenure review provides a formal opportunity for self-assessment and discussion with peers about professional development. For those faculty whose performance is judged to be below expectations, the evaluation leads to the formulation of a professional development plan, the purpose of which is to assist the faculty member to raise his or her level of performance to meet or exceed the expectations for tenured faculty.

Post-tenure review is mandatory for all tenured faculty.

Bearing in mind the value and importance of academic freedom and procedural due process to the well-being and success of the academic community, the University acknowledges and supports in principle the policies and procedures set forth in the AAUP's *Standards for Good Practice in Post-Tenure Review*. Post-tenure review is not a re-evaluation of a faculty member's tenure status, nor is it intended as means to effect programmatic change. The post-tenure review process will be carried out in a manner that is consistent with the University's policies on academic freedom and responsibility and on faculty evaluation. Post-tenure review will be based on the criteria for annual review established by the faculty of the unit and approved by the administration.

~~The Board of Regents of the University of Oklahoma is constitutionally/statutorily vested with the governance of Cameron University and Rogers State University. Included in the powers and duties of the Board is the governance of all policy pertaining to post tenure review. The specific provisions prescribing post tenure reviews are set forth in the Faculty Handbook of the respective University as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.~~

2.3.4—~~ABROGATION OF TENURE, DISMISSAL BEFORE EXPIRATION OF A TENURE TRACK APPOINTMENT OR RENEWABLE TERM/CONSECUTIVE TERM APPOINTMENT, AND SEVERE SANCTIONS~~

The University strives to exercise great care in selecting ~~its~~ faculty appointees and to confer tenure ~~only~~ upon only those faculty members who have demonstrated their merit for tenured appointment. For that reason, severe sanctions such as a dismissal ~~of proceeding involving~~ a tenured faculty member (abrogation of tenure) or ~~of~~ a faculty member during a tenure-track appointment or of a renewable term/consecutive term faculty member should be an exceptional event. It is also recognized, however, that a few faculty members may, from time to time, engage in improper conduct ~~of lesser gravity~~ which requires severe sanctions short of dismissal. Such sanctions may include but are not limited to loss of prospective privileges for a stated period; restitution; a fine; a reduction in salary; or suspension from service for a stated period, without other prejudice. As in the case of dismissal, the imposition of severe sanctions short of dismissal should be viewed as a serious and infrequent step usually undertaken only after administrative remedies and minor sanctions have failed.

While extreme action will be required infrequently, the University must be prepared for such an eventuality, so that both the integrity of the University and the rights of the faculty member may be preserved. Toward this end, the faculty must be willing to recommend severe sanctions upon or dismissal of a colleague when necessary. By the same token, the President and the Board of Regents shall give all reasonable consideration to faculty recommendations.

Only the Board of Regents has the power to ~~abrogate tenure or~~ impose severe sanctions ~~or to dismiss a faculty member who has tenure or one whose tenure track or renewable term/consecutive term appointment has not expired. It is the University's policy that.~~ The Board of Regents shall exercise this power only in cases where it they determines that there exists sufficient cause for such action, ~~or when there exists a demonstrably bona fide condition of financial exigency requiring termination of a tenured appointment.~~

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**GROUND FORS ABROGATION OF TENURE, DISMISSAL, AND OTHER SEVERE SANCTIONS**

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A faculty member against whom the imposition of a severe sanction is to be brought, or whose dismissal is to be requested, must have given such cause for the action as relates directly and substantially to his or her professional capabilities or performance. It is not possible to specify all proper grounds for these drastic measures. Proper reasons for dismissal of a faculty member who has tenure or whose tenure-track or renewable term/consecutive term appointment has not expired include, but are not necessarily limited to, the following:

- a) Professional incompetence or dishonesty; including but not limited to: academic dishonesty, or misuse of University property or resources
- b) Substantial, manifest, or repeated failure to fulfill professional duties or

responsibilities;

- c) Personal behavior preventing the faculty member from satisfactory fulfillment of professional duties or responsibilities; including but not limited to: deliberate and grave violations of the rights and freedoms of fellow faculty members, administrators, or students.
- d) Serious violations of law which are admitted or proved before a ~~competent~~ of competent jurisdiction or the administrative body established to hear such matters, preventing the faculty member from satisfactory fulfillment of professional duties or responsibilities or violations of a court order, when such order relates to the faculty member's proper performance of professional responsibilities;
- e) Changes in the University's educational function through action of the Board of Regents of the University and/or the Oklahoma State Regents for Higher Education, which result in the elimination of an academic unit. In such instances the University will make every reasonable effort to reassign affected faculty members to positions for which they are properly qualified before dismissal results from such elimination.
- f) Financial Exigency
- g) Action(s) involving moral turpitude

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#### GROUNDS FOR SUMMARY SUSPENSION

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Suspension of a faculty member or assignment to other duties in lieu of suspension is justified only if immediate harm to the faculty member or to others is threatened by that person's continued performance of regular duties. The faculty member may, on request, and at the convenience of the department, be relieved of some ~~or all~~ professional duties if this is necessary to provide time for the preparation of a defense. Summary suspension does not remove from the University the obligation to provide due process within a reasonable period of time following action.

## 2.4—FACULTY APPEALS & GRIEVANCES

### 2.4.1 WHO MAY USE PROCEDURE

Grievance procedures shall be available to any aggrieved party who is a member of the regular faculty of the University. Violations covered by this procedure include but are not limited to academic freedom and academic due process violations. Such violations may occur in the course of performing professional duties or in the process of being considered or evaluated for salary increase, promotion, tenure, or other personnel decisions in which the faculty member believes there has been unjust discrimination, harassment, violation of due process or academic freedom, or other grievance.

~~The Board of Regents of the University of Oklahoma is constitutionally/statutorily vested with the governance of Cameron University and Rogers State University. Included in the powers and duties of the Board is the governance of all policy pertaining to faculty appeals and grievances related to the abrogation of tenure, dismissal before expiration of a tenure track, renewable term/consecutive term appointment, and severe sanctions. The specific provisions prescribing faculty appeals and grievances regarding the above or other issues regarding reappointment, salary increase, promotion, tenure, or other personnel decisions in which a party has reason to believe there has been unjust discrimination, harassment, violation of due process or academic freedom, or other grievance are set forth in the Faculty Handbook of the respective campuses University as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.~~

## 2.5—FACULTY HONORS

### 2.5.1—ENDOWED CHAIRS AND PROFESSORSHIPS

Faculty may be appointed to endowed chairs and professorships.

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#### CRITERIA FOR SELECTION

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Specific criteria for the selection of occupants may be established for particular chairs as appropriate. To qualify for an endowed chair or professorship, a faculty member must be distinguished within a particular academic field or an interdisciplinary program.

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#### SEARCH COMMITTEE

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The President, with advice and counsel of the ~~provost~~/Vice President for Academic Affairs/Provost, the dean, and the department head, will appoint the Search Committee. Search Committees for occupants of endowed chairs and professorships shall be composed of:

- 1) Two faculty members from the academic unit concerned,
- 2) Two outside individuals distinguished within the relevant area and appointed by the President, and
- 3) The dean of the relevant school.

At least one member will be from outside the University and at least one member from another ~~school~~college. The President and the Vice President for Academic Affairs/~~Provost~~ will meet with the Search Committee (and the dean and department head if appropriate) to hear their recommendations. The Vice President for Academic Affairs/Provost, after consultation, may make a recommendation to the President. The President may approve and forward the appointment to the Board of Regents or may reject it and request further searching.

See also section 7.3.4.

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#### ~~TERM OF THE AWARD~~

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~~For endowed chairs only, the appointee must be a tenured faculty member or receive tenure on appointment to an endowed chair. Endowed professorships do not carry such stipulations. The term of an endowed chair, unless appointment stipulations require otherwise, is continuous until~~

~~retirement or until the endowment is withdrawn.~~

## 2.5.2—SABBATICAL LEAVE POLICY

### PURPOSE

Sabbatical leaves of absence are among the most important means by which an institution's academic program is strengthened, a faculty member's teaching effectiveness enhanced, and scholarly usefulness enlarged. The major purpose is to provide opportunity for continued professional growth and new or renewed intellectual achievement through study, research, writing, and training.

However, a faculty member does not automatically earn a sabbatical leave. Instead, it is an investment by the University in the expectation that the sabbatical leave will significantly enhance the faculty member's ability to contribute to the objectives of the University. There should be a clear indication that the improvements sought during a sabbatical will benefit the work of the faculty member, department, school, and the University. Only sabbatical leave proposals that meet this criterion will be accepted and approved by the University. Sabbatical leaves are supported as an investment in the future of the faculty member and the future of the faculty member's students at ~~the Cameron University or Rogers State~~ University.

The purposes for which a sabbatical leave may be granted may include:

- 1) Research on significant problems and issues.
- 2) Important creative or descriptive work in any means of expression; for example, writing or painting.
- 3) Postdoctoral study at another institution to update teaching skills.
- 4) Other projects satisfactory to the University.

It should be demonstrated that such work cannot occur as effectively during the regular work schedule of the faculty member.

Normally the University will not grant a sabbatical for the purpose of pursuing work on the terminal degree in the ~~faculty member's person's~~ academic field.

Adherence to the plan submitted by the faculty member is expected. Within two months of returning from leave, the faculty member shall submit to the Vice President for Academic Affairs/ Provost, through the chair ~~or director~~ and ~~school/college~~ dean, a report of activities undertaken, which will be used in evaluating future applications for sabbatical leaves.



A faculty member who is on sabbatical leave shall not be penalized on matters of salary consideration. The report on the sabbatical will be used in consideration for merit raises in subsequent years.

~~The Board of Regents of the University of Oklahoma is constitutionally/statutorily vested with the governance of Cameron University and Rogers State University. Included in the powers and duties of the Board is the governance of all policy pertaining to the awarding of sabbatical leaves. The Specific provisions prescribing the policy and procedures for awarding sabbatical leaves are set forth in the Faculty Handbook of the University respective campuses as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.~~

## 2.6—GENERAL ACADEMIC ISSUES

### 2.6.1—DENIAL OF ADMISSION

~~Any persons may be denied admission to the university if, in the opinion of the administration, his/her presence would constitute a clear and present danger to persons and property within the university community.~~

Any person who is otherwise academically qualified, meets all University admission requirements, and is denied admission for ~~this or~~ any reason may appeal that denial by requesting a hearing before the appropriate University committee charged with hearing appeals of admission denial within 15 days of receipt of denial. The ~~c~~Committee shall proceed as quickly as possible to hear the matter so that one who has been wrongfully denied admission will not be prejudiced in his ability to perform the academic work required of him in that semester.

### 2.6.2—ACADEMIC APPEALS PROCESS

In each University, there shall be established an Academic Appeals committee consisting of ~~an~~ both students and faculty. Faculty members of the committee will be chosen by the faculty for a term determined by the faculty. Student members of the ~~committee~~Board will be appointed for a term of one year by the ~~c~~Chief Student Affairs ~~o~~fficer upon recommendations from the Student Government Association President.

The responsibility for academic evaluations of students rests with the faculty. If a student feels wrongfully and unfairly treated by an instructor and if he or she is unable to resolve the matter in conference with the instructor or the departmental chair/~~head~~director of the academic unit, an appeal may be made.

~~The Board of Regents of the University of Oklahoma is constitutionally/statutorily vested with the governance of Cameron University and Rogers State University. Included in these powers and duties is the governance of all policy pertaining to academic appeals boards. The specific provisions pre~~scribing academic appeals are set forth in ~~the~~each University's Student Handbook. ~~Any modification to a Regents policy in the above referenced documents must be made through action of the Board of Regents.~~

## 2.6.3—ACADEMIC MISCONDUCT

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.

Academic misconduct includes:

- a) Cheating (using unauthorized materials, information, or study aids in any academic exercise or on national board examination), plagiarism, falsification of records, unauthorized possession of examinations, intimidation, and any and all other actions that may improperly affect the evaluation of a student's academic performance or achievement;
- b) Assisting others in any such act; or
- c) Attemptings to engage in such acts.

~~The Board of Regents of the University of Oklahoma is constitutionally/statutorily vested with the governance of Cameron University and Rogers State University. Included in these powers and duties is the governance of all policy pertaining to the academic misconduct code. The specific provisions of proscribing the Academic Misconduct Code are set forth in the each University's Student Handbook and Faculty Handbook. Any modification to a Regents policy in the above referenced documents must be made through action of the Board of Regents.~~

2.6.4—DEGREES GRANTED BY OKLAHOMA STATE REGENTS FOR HIGHER EDUCATION

Pursuant to the Oklahoma State Constitution, tThe Oklahoma State Regents for Higher Education shall grant degrees and other forms of academic recognition for completion of the prescribed courses in all state educational institutions. ~~(Constitution of Oklahoma, section 2, article XIII A, O.S. 1971, Title 70, Section 3206, Oklahoma State Regents Policy Manual II 2-39)~~

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**CERTIFICATES AND DIPLOMAS**


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All certificates may bear the Seal or Coat of Arms of the University, and all diplomas awarded on the achievement of a degree shall bear the seal of the University and of the Oklahoma State Regents for Higher Education. In issuing diplomas or certificates for whatever purpose, the University and all of its divisions shall conform to the specifications, stipulated by

the Oklahoma State Regents ~~for~~ Higher Education, and endorsed by the Board of Regents ~~of the University of Oklahoma~~.

### DIPLOMAS

The diplomas of the University, for any and all degrees, may be changed only on recommendation of the President ~~of the university~~ and with the approval of the Board of Regents and ~~of the~~ Oklahoma State Regents for Higher Education.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of Cameron University and Rogers State University. Included in the powers and duties of the Board is the endorsement of all OSRHE policy pertaining to diplomas and credit certificates. The s~~Specific provisions ~~pre~~scribing the issuing of diplomas and credit certificates are set forth in the General Catalog of the University ~~respective campuses as approved by the Board of Regents~~.

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### CERTIFICATES

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Certificates bearing the name and the Seal or Coat of Arms of the University may be issued only by ~~the University~~ Cameron University or Rogers State University, pursuant to the applicable legislation in each instance as created by the President and Board of Regents and/or the State as represented by the Oklahoma State Regents for Higher Education or the Governor ~~and~~ Legislature of the State of Oklahoma. Academic colleges, schools, departments, and other subdivisions of the University do not have such authority. (OSRHE policy, II-2-41, 6)

### CREDIT CERTIFICATES

The Office of Admissions and Records is charged with the responsibility of administering the regulations governing the issuance of certificates. No certificates intended as an extension or elaboration of the curricular requirements for a degree shall be issued by the University or any subdivision thereof, nor shall certificates be issued for courses, programs of study, or stages required by the University in the fulfillment of the prescriptions for a degree.

Curricular programs based upon University policy and/or State legislation, for which University credit is allowed but for which no degrees are granted (as, for example, the program in Office Administration), may be recognized by certificates, ~~in a form to be prescribed from time to time~~.

Certificates for other forms of professional proficiency than those herein before described may be issued only if programs for the achievement of such proficiency have been approved by the Board of Regents and/or the Oklahoma State Regents for Higher Education and are incorporated in the official publications of the University describing its curricular requirements. Nothing in this section shall be construed to contravene the ~~requirements of the Oklahoma State Regents for Higher Education provisions of Section 2.6.4 hereof~~.

**NONCREDIT CERTIFICATES**

Noncredit certificates (e.g., certificates of participation, certificates of completion, certificates of achievement) may be issued recognizing achievement of proficiency in some designated area through successful completion of either single or multiple course, credit-free, University-sponsored continuing education activities (e.g., short courses, conferences, workshops, professional development, and training). Such activities may be conducted in association with recognized professional associations, business groups, government agencies, and/or other academic units of the University and the certificate may so state.

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**AWARDING HONORARY DEGREES**

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~~Institutions in the Oklahoma State System of Higher Education—The University~~ isare authorized to confer honorary degrees. (OSRHE Policy II-2-39 (I-4))

~~It is the intent of Cameron University and Rogers State—The~~ University willto award honorary degrees only in recognition of extraordinary achievement ~~in such fields as science and technology, the arts and humanities, business and public service;~~ or in recognition of outstanding contributions to the welfare and/or enrichment of the University, State, nation, or world. A ~~Recipients~~ may be ~~an alumnus or~~ any individual who has made outstanding contributions to a field or profession represented at ~~Cameron University or Rogers State—~~the University.

The Board of Regents is vested with the governance of the University. Within its authority is the governance of all general policy matters, including without limitation, personnel appointments, internal auditing, retirement, leaves of absence, outside employment, intellectual property, equal opportunity, and grievance procedures for discrimination and harassment. Specific provisions pertaining to general policies for the University may be set forth in the Faculty and Staff Handbooks, Personnel Manuals, student handbooks, and/or other official policy documents of the University. Any modification to a Board of Regents policy in the policy documents referred to above or elsewhere must be made through action of the Board of Regents.

## 3.1— GENERAL PERSONNEL POLICIES

### 3.1.1—PERSONNEL ACTIONS

The President ~~of the university~~ or the President's authorized designees are authorized to approve the appointment of and fix the salary and terms of office of the following categories of personnel within funds available in the budgets approved by the Board of Regents (including reserve for contingencies) or within grant funds received by the University.

- Appointments, salaries, and other changes for members of the faculty who are not ~~(a)~~ tenured, ~~or (b)~~ eligible for tenure or consecutive term, whether part-time or full-time, unless full-time equivalent salary for the academic year will be \$60,000 or more.
- Part-time graduate assistants, teaching assistants, research assistants, and consultants.
- Appointments, salaries, and other changes, including leaves of absence, for all members of the faculty and staff for terms of three months or less.
- Changes in title for tenured or tenure-eligible members of the faculty not involving a change in rank or salary.
- Appointments of part-time instructors for terms of no more than one semester during the regular academic year.
- Personnel in the administrative staff, managerial staff, professional staff, administrative officer, and executive officer classifications unless the full-time equivalent annual salary will be ~~\$60,000~~75,000 or more. Mid-year salary increases, other than for a promotion or completion of a probationary period, for monthly salaried staff at any level are excluded from this authorization.
- Service and ~~o~~perations ~~s~~Staff and ~~s~~Supervisory ~~s~~Staff.

### 3.1.2—CONTRIBUTIONS TO FRINGE BENEFITS PROGRAMS

~~The Board of Regents is vested with the governance of Cameron University and Rogers State University. Included in their powers and duties of the Board is the governance of all policy pertaining to insurance and retirement benefits. The~~ Specific provisions pertaining to insurance and retirement benefits as approved by the Board and are set forth in the Faculty and Staff Handbooks of the University respective campuses as approved by the Board of Regents.

The University's contribution to the Oklahoma Teachers' Retirement System and/or other charges for any other fringe benefit program for those individuals paid from other than Educational and General sources shall be charged to the source or sources of pay on a pro rata basis except where expressly forbidden by the source.

### 3.1.3—PAYROLL DEDUCTIONS

The Board of Regents authorized ~~(1) current withholding from the compensation for an employee's services, with the consent of the employee, amounts necessary for participation in various programs; and (2) the President of the University~~ to approve future deductions which appear to be in the best interests of the University and its employees.

### 3.1.4—EMPLOYMENT BENEFITS FOR PART-TIME EMPLOYEES

See the University's Personnel Policy Manual for a description of "Benefits for Part-Time Employees".

### 3.1.5—RESIGNATIONS

Resignations shall be effective on the last day of service of the employee, and an employee shall not be paid for a holiday if the last day of service was prior to the holiday period.

### 3.1.6—LEAVES OF ABSENCE

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#### ADMINISTRATIVE

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An administrative leave with pay ~~may beis sometimes~~ given when it is determined to be in the University's best interest that an employee not return to work for a specified period of time; or for designated emergency closings of the university.



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**MILITARY LEAVE**

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The University's policy on military leave of absence is administered in accordance with federal and state law.

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**LEAVE OF ABSENCE WITHOUT PAY**

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For specific policies relating to “Leave of Absence without Pay,” see the University’s Staff and/or Faculty Handbook(s).

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**PAID LEAVE AND EXTENDED SICK LEAVE**

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See the University’s Staff and/or Faculty Handbook(s).

3.1.7—~~FINANCIAL~~ CONFLICTS OF INTEREST

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**I. PURPOSE OF POLICY**

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This policy addresses situations where there might be a potential financial conflict between a particular outside interest of a faculty or staff employee and the obligation that the employee owes to the University such that an employee's profit or advantage may come, or reasonably appear to come, at the expense of the well-being of the University.

The purpose of this policy is to aid in identifying apparent, actual, and potential conflicts of interest and assuring that such conflicts do not improperly affect the activities or professional conduct of the University or ~~its~~ employees. It is not the intent of this policy to restrict legitimate work appropriate to the employee's profession or discipline, but only to provide the University with authority to take action that is appropriate, proportionate, and focused on substantial conflicts of interest that compromise an employee's professional judgment.

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**II. STATEMENT OF GENERAL POLICY**

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~~Cameron-The~~ University and Rogers State University are ~~is~~ a public institutions committed to the mission of teaching, research and creative/scholarly activity, and professional and University service and public outreach service. To these ends, the University ~~institution~~ balances an assortment of principles: maintaining an atmosphere that promotes free and open scholarly inquiry; facilitating the transfer of information and technology for the benefit of the public; and serving as a prudent steward of public and private resources entrusted to it. Faculty and staff have a primary commitment to their basic University duties of teaching, research and creative/scholarly activity, ~~-,~~ and professional and University service and public outreach ~~service~~.

These basic duties often limit outside activities. As a result, professional and personal activities may present conflict of interest situations, which should be evaluated under the auspices of this and other applicable policies.

~~Employee~~Faculty participation in outside professional, commercial, and *pro bono publico* activities can make important direct and indirect contributions to the strength and vitality of the University. Through participation in such activities, ~~faculty or staff~~ employees may add to knowledge and understanding that is relevant and useful to teaching and research within the University, develop sources of funding and support for activities carried out in the University, and establish relationships valuable to the University. Because of its value to the University, its rewards for an individual ~~employee~~faculty, and its contributions to the larger society of which the University is a part, the University recognizes that employee participation in outside professional, commercial, or *pro bono publico* activities is often appropriate.

Sound professional discretion is an integral part of the University's conflict of interest system. Any review of a potential conflict of interest will be undertaken in light of four general propositions.

First, conflicts of interest per se are inevitable, and do not necessarily represent any impropriety by ~~faculty or staff~~ employees if disclosed in advance. Second, the failure to disclose a conflict of interest for administrative review and response would be a serious mistake for any ~~faculty or staff~~ employee, and may be a breach of this policy. Third, there is a presumption in favor of allowing ~~faculty or staff~~ employees to act in dual roles once the conflict of interest has been disclosed (prior written approval is required in cases of potential conflicts involving federal grants or contracts). Fourth, conflicts of interest may be so profound or substantial ~~under some circumstances~~ that it would be best for all concerned if the ~~faculty or staff~~ employee did not participate in a particular transaction.

It is not possible to completely eliminate the potential for conflicts of interest because there are certain rewards and incentives that are inherent or appropriate in the structure of a University enterprise. Such conflicts become detrimental when the potential temptations, financial or otherwise, undermine reasonable objectivity in the design, interpretation, and publication of research; in setting university policies; in managing contracts; in selecting equipment and supplies; in involving students in sponsored projects; or in performing other roles in University governance in which objectivity and integrity are paramount. Furthermore, since allegations of conflicts of interest based on appearances can undermine public trust in ways that may not be adequately restored even when mitigating facts are brought to light, apparent conflicts should be avoided, when feasible and appropriate.

Other sections of this policy notwithstanding, it is the ongoing responsibility of the employee to abide by the provisions of all other applicable federal and—state laws, and University's ~~laws and~~ policies relating to conflicts of interest; to identify potential conflicts of interest; and to disclose and seek guidance on such matters from the appropriate vice president.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of Cameron University and Rogers State University. Included in the powers and duties of the Board is the governance of all intellectual properties policy and related matters are set forth in specific provisions proscribing intellectual properties policy and related matters are set forth in the Faculty Handbook of the respective campuses and in the Staff Handbook as approved by the Board of Regents. The specific provisions proscribing all aspects of the policy,~~

~~and structure of the program are set forth in the Faculty Handbook and Staff Handbook. Any modification to a Regent's policy in these handbooks must be made through action of the Board of Regents.~~

### 3.1.8—INTELLECTUAL PROPERTIES POLICY

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#### PREAMBLE

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The people of the State of Oklahoma may reasonably expect that their investments in ~~Cameron University and Rogers State~~ the University will create new industry and enhance existing industry within the State and Nation. Such new industry creates greater employment opportunities for citizens of the State and the Nation and an improvement in their standard of living.

The creation and development of intellectual property at the University encourages new business and is key to creating strong University and industry partnerships. It is the responsibility of University employees to disclose intellectual property and to foster an entrepreneurial attitude within the work force by involving students in the creation of intellectual property. Intellectual property development shall be pursued in concert with, but subject to, the University's principle responsibilities of education and knowledge creation.

Therefore, it is in the best interest of the University to adopt a policy that encourages disclosure of discoveries and inventions and rewards such creative activity. To do so, the University's policy must insure that creators of copyrightable works or trademarks and inventors a share in any financial success enjoyed by the University through the creation and commercialization of intellectual property. The basic objectives of the University's policy concerning creative works, trademarks, discoveries, and inventions (i.e. intellectual property) include the following:

- 1) To maintain the University's academic policy of encouraging research, publication, and scholarship independent of potential gain from royalties or other income.
- 2) To make patented materials created pursuant to University objectives available in the public interest under conditions that will promote their effective utilization and commercialization.
- 3) To provide adequate incentive and recognition to faculty and staff through proceeds derived from their creative works, trademarks, discoveries, and inventions.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of Cameron University and Rogers State University. Included in the powers and duties of the Board is the governance of all intellectual properties policy and related matters. The specific provisions prescribing matters related to the intellectual properties policy and related matters are set forth in the Faculty Handbook of the respective Universities campuses and in the Staff Handbook as approved by the Board of Regents. The specific provisions proscribing all~~

~~aspects of the policy, and structure of the program are set forth in the Faculty Handbook and Staff Handbook. Any modification to a Regent's policy in these handbooks must be made through action of the Board of Regents.~~

### 3.1.9—OUTSIDE EMPLOYMENT AND EXTRA COMPENSATION POLICY

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#### FACULTY

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The missions of the university are teaching, research and creative/scholarly activity, and professional and University service and public outreach~~service~~. As professionals, ~~Cameron University and Rogers State~~ University faculty are individually and primarily responsible for arranging their time among such academic functions as teaching assignments, research, service, continuing education, and consultation. Such arrangements will be subject to evaluation and approval by appropriate authorities as part of a faculty member's total professional activity during the year with reference to department, ~~school~~~~college~~, and University criteria for merit salary increases, tenure, and promotion.

The professional expertise of the faculty is normally available to the state and its citizens for incidental and minor services without remuneration. When, however, the services desired from outside the University exceed a reasonable and mutually agreed limit, direct extra remuneration may be accepted, provided the extent of the involvement does not infringe on the faculty member's~~consultant's~~ regular University duties.

A person who accepts full-time faculty employment at the University assumes a primary professional obligation to the University. Any other employment or enterprise in which he or she engages for income ~~shall be~~ must be understood to be definitely secondary to his/her/his or her university work. ~~and, after consultation with those reviewing requests for outside employment and extra compensation, must be willing to accept the judgment of the President and Regents as to whether he/she may engage in such employment and retain full-time employment at the university~~ In addition, the academic department head should be informed and approve of arrangements which are made to dismiss classes or provide substitute teachers for them when the faculty members are to be absent from these duties. All professional activities, whether within the University or without, whether for extra remuneration or for no remuneration of any kind, should contribute to the faculty member's professional growth or efficiency and to his or her teaching or scholarly competence.

After prior written arrangement, faculty members may engage in professional activities for extra remuneration (from within the University or from outside sources or in any combination of the two) to a maximum of 25% of their full-time professional effort. Faculty on twelve-month appointments may not receive extra compensation for teaching in the summer ~~term~~~~session~~ or for performing sponsored research.

During any portion of the summer in which faculty members are not under appointment with the University, they may engage in outside employment without restriction.

Within the University, the time required for all extra compensation assignments during the entire year and for all professional assignments during the summer will be determined by those responsible for the various programs as an appropriate fraction of the faculty member's full-time

professional effort and the University will pay the faculty member the corresponding fraction of his/her/his or her base salary rate. The time required for all professional activities for extra remuneration outside the University will be determined by the faculty member as an appropriate fraction of his/her/his or her full-time professional effort when approval for such activity is requested.

Approval of outside employment shall be requested on a form “Application for Permission to Engage in Outside Employment” available in the Office of Human Resources. Such applications and arrangements must be resubmitted at the beginning of each contract year and Resubmission is the responsibility of the faculty member. All activities performed inside the University for extra compensation must be arranged, as all in-load assignments are, with the agreement of the department head, dean, and Provost/Vice President for Academic Affairs/Provost.

Faculty should also be concerned to avoid possible conflicts of interest with the University in all outside employment. Questions regarding potential conflicts of interest should be addressed to the Provost/Vice President for Academic Affairs/Provost who may wish to consult the University's Legal Counsel.

No faculty member may hold a split (joint) appointment, which reflects more than a total of 1.0 full-time equivalent.

~~The Regents look with disfavor upon any university employee's accepting either part-time or full-time employment in any political organization or in connection with the campaign of any candidate for public office.~~

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#### STAFF

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The policy for faculty shall apply to ~~the~~ staff who are on the monthly payroll. Each Vice President may stipulate a more restrictive policy pertaining to staff within his or her~~their~~ administrative area.

With prior written approval, such individuals may engage in professional activities for extra remuneration (within the University or from outside sources or in any combination of the two) to a maximum of 25% of their twelve-month full-time professional effort, but they may not receive extra compensation for teaching in the summer term~~session~~ or for performing sponsored research.

Staff who are on the fixed payroll shall request approval of outside employment on a form, “Request for Permission to Engage in Outside Employment,” available from the Office of Human Resources. All activities performed inside the University for extra compensation must be arranged, as regular assignments are, with the agreement of the appropriate department chair/head, dean where applicable, and Vice President/Provost.

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#### GENERAL

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If this policy creates a demonstrable hardship for a University program, exceptions may~~can~~ be granted by the President in response to a written request.

## 3.1.10—NEPOTISM

Except as prohibited by the laws of the State of Oklahoma, relationship by consanguinity (blood) or by affinity (marriage) shall not, in itself, be a bar to appointment, employment, or advancement by ~~the Cameron University or Rogers State~~ University or, (in the case of faculty members,) to eligibility for tenure. The ~~U~~university recognizes, however, that there is an inherent conflict of interest when an employee makes hiring, promotion, or salary decisions about a family member, although there may be extremely rare circumstances when the potential benefit to the ~~U~~university in having an employee supervise a family member outweighs the potential harm.

Therefore, no two persons who are related by affinity or consanguinity within the third degree shall be given positions in which either one is directly responsible for making recommendations regarding employment, promotions, salary, or tenure for the other; nor shall either of two persons so related who hold positions in the same budgetary unit be appointed to an executive or administrative position in that unit or to a position involving administrative responsibility over it, as long as the other person remains in the unit, without first receiving a waiver that has been recommended by the Vice President for Academic Affairs/ Provost, or the appropriate Vice President, and approved by the ~~President and~~ Board of Regents. In recommending the waiver, the Vice President ~~f~~or Academic Affairs/ Provost or the appropriate ~~V~~ice ~~P~~resident must make a written statement of the facts that have led him/her to conclude that the benefit to the ~~U~~university in granting the waiver outweighs the potential harm. In addition, the Vice President for Academic Affairs/Provost or the appropriate ~~V~~ice ~~P~~resident must propose in writing a means by which a qualified, objective person, unrelated to the employee at issue, shall make performance evaluations and recommendations for compensation, promotion, and awards for that employee and state in writing how that means will avoid the conflict of interest. The statement and proposal for supervision shall be made part of the ~~Board of~~ Regents agenda item. Further, a salary increase above the average increase granted to all University employees in similar positions will not be granted to an employee who has been granted a waiver under this policy unless it has been approved by the applicable Vice President for Academic Affairs/ Provost or appropriate ~~V~~ice ~~P~~resident and the ~~President of the University~~.

It is the responsibility of the head of the budget unit to seek a waiver before offering employment to any person whose employment would violate this policy, and the willful failure to follow this policy may result in disciplinary action against the head of the budget unit. Notwithstanding any other provision of this policy, a conditional hire, prior to approval of the Board of Regents, may be made pursuant to this policy if deemed necessary for legitimate academic or business reasons if justified in writing by the appropriate ~~V~~ice ~~P~~resident ~~and approved by the President~~. At the next regular meeting of the Board of Regents, the written justification and the conditional hire will be considered by the Board of Regents.

Relatives that are within the third degree of relationship to an employee by consanguinity or affinity include the following: spouse, parent, parent of spouse, grandparent, grandparent of spouse, great-grandparent, great-grandparent of spouse, uncle or aunt, uncle or aunt of spouse, brother or sister, brother or sister of spouse, son or daughter, son-in-law or daughter-in-law, grandson or granddaughter, grandson or granddaughter's spouse, great grandson or great

granddaughter<sup>5,2</sup> and great grandson's or great granddaughter's spouse. For the purposes of this policy, step and half relatives are considered to be related by affinity.

### 3.1.11—PREVENTION OF ALCOHOL ABUSE AND DRUG USE ON CAMPUS AND IN THE WORKPLACE

~~Cameron University and Rogers State~~The University recognizes ~~their~~ its responsibility as an educational and public service institutions to promote a healthy and productive work environment. This responsibility demands implementation of programs and services, which facilitate that effort. The University is committed to a program to prevent the abuse of alcohol and the illegal use of drugs and alcohol by its students and employees. The University's program includes this policy, which prohibits illegal use of drugs and alcohol in the workplace, ~~on university property~~, or as part of any University-sponsored activities. It shall be Board of Regents policy that ~~In order to meet these responsibilities, university policy:~~

- 1) ~~Requires a~~All students and employees ~~shall~~ abide by the terms of this policy as a condition of initial and continued enrollment/employment.
- 2) ~~Recognizes that~~The illegal use of drugs and alcohol is in direct violation of local, state, and federal laws, as well as University policies governing faculty, staff, and student conduct~~included in this Policy, the Staff and Faculty Handbooks and the Student Code of Conduct~~. This University policy strictly prohibits the illegal use, possession, manufacture, dispensing, or distribution of alcohol, drugs, or controlled substances in the workplace, on its premises, or as a part of any University-sponsored activities.
- 3) ~~Considers a~~Violating ~~en~~ of this policy ~~shall~~ be a major offense, which can result in a requirement for satisfactory participation in a drug or alcohol rehabilitation program, at the employee's expense, referral for criminal prosecution, and/or immediate disciplinary action up to and including termination from employment and suspension or expulsion from the University. A criminal conviction is not required for sanctions to be imposed upon an employee or student for violations of this policy.
- 4) ~~Recognizes that~~Violations of applicable local, state, and federal laws may subject a student or employee to a variety of legal sanctions including, but not limited to, fines, incarceration, imprisonment, and/or community service requirements. Convictions become a part of an individual's criminal record and may prohibit a certain career and professional opportunities. A current listing of applicable local, state, and federal sanctions can be obtained through the Office of Student Affairs/~~Services~~ and Human Resources.
- 5) ~~Requires a~~An employee ~~shall~~ notify his or her supervisor in writing of a criminal conviction for drug or alcohol-related offenses occurring in the workplace no later than five calendar days following the conviction.
- 6) The University ~~p~~Provides access to information about the dangers of drug and alcohol abuse. Voluntary participation in or referral to these services is strictly confidential.
- 7) ~~Forbids a~~An employee ~~shall not~~ performing safety sensitive ~~safety~~ functions while a prohibited drug is in his or her system.



- 8) ~~The University may require~~Mandates drug testing of safety sensitive ~~safety~~ employees (as defined by federal law) prior to employment, when there is reasonable cause, after an accident, on a random basis, and before allowing the employee to returning to duty after refusing to take a drug test or after not passing a drug test. ~~(Sensitive safety employees are defined in CFR Volume 32, Part 280 and CFR Volume 49, Part 653. This legislation is available for review in Human Resources.)~~
- 9) ~~The University shall distribute~~Provides for annual distribution of this policy to all staff, faculty, and students.

Health risks generally associated with alcohol and drug abuse can result in, but are not limited to: a lowered immune system, damage to critical nerve cells, physical dependency, lung damage, heart problems, liver disease, physical and mental depression, increased infection, irreversible memory loss, personality changes, and thought disorders.

The appropriate Vice President, Provost, or executive officer is responsible for notifying federal funding agencies within ten calendar days whenever an employee is convicted of a drug-related crime which occurred in the workplace. This policy is subject to the grievance procedure stated elsewhere in the Board of Regents policy.

### 3.1.12—~~BOARD OF REGENTS~~ FIREARMS POLICY

Firearms and munitions of all types are prohibited on all property owned, leased, or occupied by the Board of Regents ~~of The University of Oklahoma~~ at all times except as specifically authorized below.

- A) ~~Firearms, F~~for purposes of this policy, firearms include, but are not limited to, the following: conventional weapons, from which a projectile is discharged by an explosive propellant charge; antique, replica, and inert firearms; compressed gas weapons; and spring-propelled weapons. ~~Munitions, F~~for purposes of this policy, munitions include, but are not limited to, any projectile, which incorporates a propellant charge and/or explosive contents.
- B) Firearms are permitted on campus only under the following circumstances:
  - 1) In the possession or control of sworn law enforcement officers or properly licensed armed security guards employed by the University who are performing their assigned duties.
  - 2) In the possession of personnel of active or reserve armed forces of the United States or the Oklahoma National Guard when in the performance of duties assigned by an authorized commander.
  - 3) In the possession of ROTC participants when under the supervision of authorized members of the regular armed services.

- ~~4) For use as a teaching aid in authorized academic programs.~~
- 4) As “starter pistols”, incapable of chambering or firing live projectile ammunition, for athletic events. Starter pistols and blank ammunition shall be secured at all times when not in use, and shall be under the supervision and control of appropriate staff or athletic officials when in use.
- 5) As construction equipment employing blank ammunition as a propellant for setting fasteners when used by and under the supervision of authorized and trained personnel.
- 6) For use as a teaching aid, subject to the following conditions:
- a) Permission for such use must be granted by the academic department chair/head and prior notice of the presence of the firearm on campus must be given to the Director of Campus Police.
  - b) Such firearms must approved and secured by means acceptable to the Director of Campus Police.
  - c) Munitions shall not be present with firearms when used in class.
- 8) Any group desiring to use a firearm and/or munitions for ceremonial purposes on the campus will tender a request to the Director of Campus Police. The Director will review the request and forward it to the Office of Legal Counsel with a recommendation for approval or disapproval based upon safety considerations. The Office of Legal Counsel will notify the Director and any other appropriate officials of any approvals that are granted for the use of ceremonial firearms.
- 7) For use during a public performance, subject to the following conditions:
- a) Firearms for use in public performances shall be rendered inoperable whenever discharge is not required as an integral part of the production.
  - b) When discharge is necessary as part of a performance, blank ammunition shall be used. Blank ammunition is not permitted in weapons pointed at performers at any time during the production.
  - c) Weapons present for a performance shall be kept secure or in the possession of a designated staff member at all times when not actively in use.
- 6) For display in support of the educational mission of the University. Such firearms must be inoperable and approved and secured by means acceptable by the Director of Campus Police.

For purposes of this policy, “inoperable” means physically rendered incapable of firing either by removal of critical parts or installation of a device to prevent operation, or both. Where firearms are required to be inoperable, the Director of Campus Police shall inspect and certify that the firearm is inoperable.

### 3.1.13—CANDIDATES FOR POLITICAL OFFICE

~~Believing it to be for the best interests of Cameron University and Rogers State University it is hereby resolved by the Board of Regents that any member of the faculty or any employee of the University who becomes a candidate in any primary or general election for any county, state, or federal office, said faculty member or employee, announcing his candidacy for any said offices, shall, prior to announcing his or her candidacy for any said office, first offer his or her resignation to the Board of Regents, without reservation.~~

~~In making the announcement of the adoption of the resolution, the Board of Regents stated that it “In adopting this resolution, the Board of Regents does did not want to be understood as offering discouragement to faculty members or employees from becoming candidates for public office. As an American citizen a faculty member or any employees may regard it his as their duty to become a candidate<sup>s</sup>.”<sup>22</sup>~~

### 3.1.14—POLITICAL CONTRIBUTIONS BY THE PRESIDENT

While the President has significant political rights under applicable state and federal statutory and constitutional law, his or her political activities must not be represented or implied to represent that the President is speaking on behalf of the Board of Regents or the University.

~~Given that the university president, in representing the interests of a public university, must remain impartial relative to his/her active involvement in political campaigns, the president is expressly prohibited from making or soliciting financial contributions to political parties, PACS or candidates.~~

## 3.2—OFFICE OF EQUAL OPPORTUNITY POLICIES

### 3.2.1—EQUAL OPPORTUNITY POLICY

~~The Cameron University and Rogers State~~ University ~~are~~ in compliance with all applicable ~~f~~Federal and ~~s~~State laws and regulations, does not discriminate on the basis of race, color, national origin, sex, age, religion, political beliefs, disability, or status as a veteran in any of its policies, practices or procedures. This includes but is not limited to admissions, employment, financial aid, and education services.

### 3.2.2—AFFIRMATIVE ACTION PLAN

The Affirmative Action Plan serves to supplement the Board of Regents' policy on equal opportunity, as it pertains to employment, and is an integral part of the employment policies of ~~Cameron University and Rogers State~~ the University. The Plan is revised once each year, to address the current requirements for affirmative action in employment. The principal objectives are:

- 1) To assure all persons equal opportunity for employment and advancement in employment regardless of race, color, national origin, sex, religion, age, disability, ~~political beliefs, or~~ status as a veteran.
- 2) To meet institutional responsibilities under the Civil Rights Act of 1964 and commitments as a federal contractor under Executive Order 11246 and Executive Order 11375.
- 3) To take positive actions in the recruitment, placement, development and advancement of women and racial minority members in University employment.

Each person having administrative or supervisory responsibilities is expected to provide leadership in applying the Affirmative Action Plan.

Coordination of the application of the Affirmative Action Plan is the responsibility of the Office of Human Resources. ~~These officials are designated Equal Employment Opportunity Officers for their respective areas of responsibility.~~

### 3.2.3—RACIAL AND ETHNIC HARASSMENT POLICY

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#### I. INTRODUCTION

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Diversity is one of the strengths of our society as well as one of the hallmarks of a great university. ~~Cameron University and Rogers State~~ The University supports diversity and therefore ~~is~~ committed to maintaining employment and educational settings which are multicultural,

multiethnic, and multiracial. Respecting cultural differences and promoting dignity among all members of the University community are responsibilities each of us must share.

Racial and ethnic harassment is a growing concern across American college campuses. It has taken various forms, from criminal acts (assault and battery, vandalism, destruction of property) to anonymous, malicious intimidation, most often directed toward persons whose race and ethnicity is readily identifiable. In employment, racial/ethnic harassment is race discrimination, which interferes with an employee's ability to perform his or her duties or creates a hostile or intimidating work environment, prohibited by law under Title VII of the Civil Rights Act of 1964. In the educational context, racial/ethnic harassment is race discrimination, which interferes with the students' opportunities to enjoy the educational program offered by the University~~ies~~, prohibited by law under Title VI of the Civil Rights Act of 1964.

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## II. POLICY STATEMENT

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Principles of academic freedom and freedom of expression require tolerance of the expression of ideas and opinions, which may be offensive to some, and the University respects and upholds these principles. The University also adheres to the laws prohibiting discrimination in employment and education. The University recognizes that conduct which constitutes racial/ethnic harassment in employment or educational programs and activities shall be prohibited and is subject to remedial or corrective action as set forth in this policy. This policy is premised on the University's obligation to provide ~~an nondiscriminatory environment free from unlawful discrimination which is conducive to employment and learning~~. The University will vigorously exercise its authority to protect employees and students from harassment by agents or employees of the University, students, ~~and~~ visitors, or guests.

~~Specifically, a~~ Agents or employees of the University, acting within the scope of their official duties, shall not treat an individual differently on the basis of race, color, or national origin in the context of an employment or educational program or activity without a legitimate, nondiscriminatory reason, ~~so as to interfere with or limit the ability of the individual to participate in or benefit from the services, activities, or privileges provided by the university; and,~~

The University shall not subject an individual to different treatment on the basis of race ~~or ethnicity~~ by effectively causing, encouraging, accepting, tolerating, or failing to correct a racially ~~or ethnically~~ hostile environment of which it has notice.

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## III. ~~REMEDIES OR~~ CORRECTIVE ACTIONS

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Violations of this policy shall result in corrective action(s) ~~or remedy(ies)~~ designed to reestablish an employment or educational environment which is conducive to work or learning. Corrective actions ~~or remedies~~ will include disciplinary action directed by the executive officer having responsibility for the offender, where appropriate. ~~Remedies or e~~Corrective actions will be

tailored to redress the specific problem and may range from apologies, mandatory attendance at specific training programs, reprimands, suspension, or demotion, to expulsion or termination. ~~Remedies or e~~Corrective actions shall be based upon the facts and circumstances of each case and shall be in accordance with the terms and guidelines of the applicable campus grievance procedures.

Violations of this policy by students will be considered as violations of the sStudent cCode and will subject student offenders to the ~~remedy(ies) and~~ corrective action(s) provided by the cCode.

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#### IV. ADMINISTRATIVE ACTION

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The University recognizes its obligation to address incidents of racial/ethnic harassment on campus when it becomes aware of their existence, even if no complaints are filed; therefore, in such circumstances, the University reserves the right to take appropriate action unilaterally under this policy.

With respect to students, the University cChief sStudent aAffairs officer or other appropriate persons in authority may take immediate administrative or disciplinary action, which is deemed necessary for the welfare or safety of the University community. Any student so affected must be granted due process including a proper hearing. Any hearing involving disciplinary suspension or expulsion shall be conducted in accordance with the University's sStudent cCode. Lesser administrative or disciplinary action may be appealed to the University Chief Student Affairs Officer. Such requests must be in writing and filed within seven calendar days following summary action. The University cChief sStudent aAffairs officer will issue a written determination to the student within three working days following the date the request is received.

With respect to employees, upon a determination at any stage in the investigation or grievance procedure that the continued performance of either party's regular duties or University responsibilities would be inappropriate, the proper executive officer may suspend or reassign said duties or responsibilities or place the individual on leave of absence, with or without pay, as may be approved by the President, pending the completion of the investigation or grievance procedure.

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#### V. RETALIATION

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Threats or other forms of intimidation or retaliation against complaining witnesses, other witnesses, any reviewing officer, or any review panel shall constitute a separate violation of this policy which may be subject to direct administrative action.

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#### VI. COMPLAINT PROCESS

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The complaint procedures delineated herein applies to all students, faculty, staff, guests, or visitors. Complaints alleging violation of the racial and ethnic harassment policy will be reviewed and investigated by the appropriate University office. Complaints may be resolved informally or

may proceed through the applicable formal complaint proceedings. Complaints may be filed in the following manner:

- 1) Complaints against students or student organizations, faculty or staff, or contractors working on University premises shall be filed with the Office of Equal Opportunity Officer for review and investigation. The University Equal Opportunity Officer, or his or her designee, may assist in the informal resolution of the complaint or in processing a complaint through the applicable University campus procedures.
- ~~2) Complaints against faculty or staff shall be filed with the Office of Equal Opportunity. The University Equal Opportunity Officer or his/her designee may assist in the informal resolution of the complaint or in processing a complaint through the applicable campus procedures for faculty and staff.~~
- ~~3) Complaints against contractors working on university premises shall be filed with the Office of Equal Opportunity. The University Equal Opportunity Officer or his/her designee may assist in the informal resolution of the complaint or in processing a complaint through the applicable campus procedures for faculty, staff and students.~~
- 4) Complaints against visitors or guests should be directed to the University Campus Police Department office on the campus where the incident occurred. The Campus Police will forward informational copies of all reports and inquiries dealing with discrimination, harassment, or hate crimes to the ~~Office of~~ Equal Opportunity Officer.

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#### VII. RESPONSIBLE OFFICIAL

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The ~~University~~ Equal Opportunity Officer is charged with the responsibility for administering this policy. The Office of Equal Opportunity ~~\_~~ will serve as a repository for all records of complaints, investigative reports, and remedies/corrective actions in connection with this policy. The ~~University~~ Equal Opportunity Officer is the overall coordinator of all University ~~a~~ Activities dealing with discrimination in employment or education.

To contact the Equal Opportunity Office:

Cameron University  
Office of Personnel Services

Rogers State University  
Office of Human Resources

## 3.2.4—SEXUAL HARASSMENT/SEXUAL ASSAULT POLICY

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**STATEMENT**

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The Board of Regents explicitly condemns sexual harassment of students, staff, and faculty. Sexual harassment is unlawful and will subject those who engage in it to University sanctions as well as civil and criminal penalties.

When criminal action is pursued in addition to an administrative grievance under this policy, the Office of Equal Opportunity will coordinate its investigative actions with the University or local law enforcement authorities to ensure that criminal prosecution is not jeopardized. The University Equal Opportunity Officer may defer administrative action at the request of University or local law enforcement authorities pending completion of the criminal investigation. Where review by the University Equal Opportunity Officer or other University executive officer determines that immediate administrative action is necessary for the safety, health, and well-being of the University campus community, such action may be taken in advance of resolution of criminal charges.

Since some members of the University community hold positions of authority that may involve the legitimate exercise of power over others, it is their responsibility to be sensitive to that power. Faculty and supervisors in particular, in their relationships with students and subordinates, need to be aware of potential conflicts of interest and the possible compromise of their evaluative capacity. Because there is an inherent power difference in these relationships, the potential exists for the less powerful person to perceive a coercive element in suggestions regarding activities outside those appropriate to the professional relationship. It is the responsibility of faculty and staff to behave in such a manner that their words or actions cannot reasonably be perceived as sexually coercive, abusive, or exploitive. Sexual harassment also can involve relationships among equals as when repeated advances, demeaning verbal behavior, or offensive physical contact interfere with an individual's ability to work and study productively.

The University is committed to providing an environment of study and work free from sexual harassment and to ensuring the accessibility of appropriate grievance procedures for addressing all complaints regarding sexual harassment. The University reserves the right, however, to deal administratively with sexual harassment issues whenever becoming aware of their existence. Records of all complaints, except for hearings before the Faculty Appeals Committee, shall be transmitted to and maintained by the University Equal Opportunity Officer as confidential records.

The University encourages victims to report instances of sexual assault or other sex offenses, either forcible or nonforcible. In addition to internal grievance procedures, victims are encouraged to file complaints or reports with Campus Police or local law enforcement agencies by telephoning 911, as soon as possible after the offense occurs in order to preserve evidence necessary to the proof of criminal offenses. The Campus Police Department is available to assist victims in filing reports with other area law enforcement agencies.



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**DEFINITION OF SEXUAL HARASSMENT**

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Sexual harassment shall be defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature in the following context:

- 1) When submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic standing, or
- 2) When submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual, or
- 3) When such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working or academic environment.

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**EXAMPLES OF PROHIBITED CONDUCT**

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Conduct prohibited by this policy may include, but is not limited to:

- Unwelcome sexual flirtation; advances or propositions for sexual activity.
- Continued or repeated verbal abuse of a sexual nature, such as suggestive comments and sexually explicit jokes.
- Sexually degrading language to describe an individual.
- Remarks of a sexual nature to describe a person's body or clothing.
- Display of sexually demeaning objects or pictures.
- Offensive physical contact, such as unwelcome touching, pinching, brushing the body.
- Coerced sexual intercourse.
- Sexual assault.
- Rape, date or acquaintance rape, or other sex offenses, forcible or nonforcible.
- Actions indicating that benefits will be gained or lost based on response to a sexual advances.

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**RETALIATION**

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Any attempt to penalize or retaliate against a person for filing a complaint or participating in the investigation of a complaint of sexual harassment will be treated as a separate and distinct violation of ~~this University p~~Policy.

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**SANCTIONS**

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Appropriate disciplinary action may include a range of actions up to and including dismissal and/or expulsion.

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**COMPLAINT PROCEDURE**

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Complaints alleging a violation of the Sexual Harassment/Sexual Assault Policy shall be handled in accordance with the Equal Opportunity Grievance Procedure ~~For Complaints Based Upon Discrimination, Sexual Harassment, Sexual Assault, Consensual Sexual Relationships, Retaliation Or Racial and Ethnic Harassment.~~

### 3.2.5—DISCRIMINATION POLICY

*(for Other than ~~S~~sexual or ~~R~~racial/~~E~~ethnic ~~H~~harassment)*

The ~~U~~niversity has a policy of internal adjudication in matters relating to alleged discrimination. Any faculty member, staff member, or student, including without restriction, those on temporary or part-time status, who believes that he or she has been discriminated or retaliated against should file a complaint under the Equal Opportunity Grievance Procedure ~~For Complaints Based Upon Discrimination, Sexual Harassment, Sexual Assault, Consensual Sexual Relationships, Retaliation Or Racial And Ethnic Harassment.~~

Any attempt to penalize or retaliate against a person for filing a complaint or participating in the investigation of a complaint of discrimination and/or harassment will be treated as a separate and distinct violation of this university policy.

### 3.2.6—CONSENSUAL SEXUAL RELATIONSHIPS POLICY

#### RATIONALE

The University's educational mission is promoted by professionalism in faculty, staff, and student relationships. Professionalism is fostered by an atmosphere of mutual trust and respect.

Actions of faculty, staff, and students that harm this atmosphere undermine professionalism and hinder fulfillment of the University's mission. Trust and respect are diminished when those in positions of authority abuse, or appear to abuse, their power. Those who abuse, or appear to abuse, their power in such a context violate their duty to the University

University employees exercise power over subordinate employees and students, whether in giving them praise or criticism; evaluating them; making recommendations for promotion, further studies, their future employment; or conferring any other benefits on them. Amorous relationships between employees and subordinate employees or subordinate students are wrong when the employee has professional responsibility for the subordinate employee or student. Such situations greatly increase the opportunities that a University employee may abuse his or her power and sexually exploit the subordinate employee or subordinate student. Voluntary consent in such a relationship is suspect, given the fundamentally asymmetric nature of the relationship. Moreover, other employees and students will likely be adversely affected by such unprofessional behavior because it places the employee in a position to favor or advance one individual's interest at the expense of others and implicitly makes obtaining benefits contingent on amorous or sexual favors. Therefore, the University will view it as unethical if staff or faculty members engage in amorous relations with subordinate employees or students enrolled in their classes or subject to their supervision, even when both parties appear to have consented to the relationship.

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### **DEFINITIONS**

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As used in this policy, the term "employee" includes all employees, including but not limited to, academic and non-academic administrators, supervisory personnel, staff, faculty, graduate students with or without teaching responsibilities, student employees, and other instructional personnel. The term "consensual sexual relationship" may include amorous or romantic relationships and is intended to indicate conduct which goes beyond what a person of ordinary sensibilities would believe to be a collegial or professional relationship.

The term, "subordinate" as used here means an employee or student in a position of lesser power or authority than the other party to the amorous relationship; e.g., any employee or student who is beneath another in the employment chain of command or who relies upon the other for day-to-day directions would be "subordinate" as would a project team member or housing resident with respect to the project director or resident advisor, respectively.

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### **POLICY**

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- A. Employee Relationships with Subordinate Students or Subordinate Employees
1. Instructional Context – It is considered a serious breach of professional ethics for an employee to initiate or acquiesce in a sexual relationship with a student who is enrolled in a course being taught by the employee or whose academic work (including work as a teaching assistant) is being supervised by the employee.

2. Other Contexts – Sexual relationships between employees and subordinate employees or subordinate students occurring outside the instructional context may also lead to difficulties, particularly when the employee and subordinate employee or subordinate student are in the same academic unit or in units that are closely allied. Relationships that the parties view as consensual may appear to others to be exploitative. Further, in such situations the employee may face serious conflicts of interest and must be careful to distance himself or herself from any decisions that may reward or penalize the subordinate employee or subordinate student involved. An employee who fails to withdraw from participation in activities or decisions that may reward or penalize such subordinates with whom the employee has or has had a n amorous relationship will be deemed to have violated his or her ethical and professional obligations to the University.

B. Prohibitions

1. Consensual sexual relationships between employees and subordinate employees or subordinate students are prohibited. Violations of this policy may lead to disciplinary action up to and including termination and/or expulsion.

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**COMPLAINT PROCEDURE**

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Complaints alleging a violation of the Consensual Sexual Relationships Policy shall be handled in accordance with the Office of Equal Opportunity Grievance Procedure.

To contact the University office of Equal Opportunity:

Cameron University  
Office of Personnel Services

Rogers State University  
Office of Human Resources

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**RATIONALE**

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~~The University's educational mission is promoted by professionalism in faculty-student relationships. Professionalism is fostered by an atmosphere of mutual trust and respect. Actions of faculty members and students that harm this atmosphere undermine professionalism and hinder fulfillment of the University's educational mission. Trust and respect are diminished when those in positions of authority abuse, or appear to abuse, their power. Those who abuse, or appear to abuse, their power in such a context violate their duty to the University community.~~

~~Faculty members exercise power over students, whether in giving them praise or criticism, evaluating them, making recommendations for further studies or their future employment, or conferring any other benefits on them. Amorous relationships between faculty members and students are wrong when the faculty member has professional responsibility for the student. Such~~

~~situations greatly increase the chances that the faculty member will abuse his or her power and sexually exploit the student. Voluntary consent by the student in such a relationship is suspect, given the fundamentally asymmetric nature of the relationship. Moreover, other students and faculty may be affected by such unprofessional behavior because it places the faculty member in a position to favor or advance one student's interest at the expense of others and implicitly makes obtaining benefits contingent on amorous or sexual favors. Therefore, the University will view it as unethical if faculty members engage in amorous relations with students enrolled in their classes or subject to their supervision, even when both parties appear to have consented to the relationship.~~

~~As with faculty, staff may also be in a position to exert authority and control over students. Staff, too, must be conscious of the potential for abuse of power inherent in their relationships with students. Students rely on staff for assistance and guidance in dealing with issues such as scheduling of classes, financial aid, tutoring, housing, meals, employment, educational programs, social activities, and many other aspects of University life. Those who deal with students are expected to provide them with support and positive reinforcement. Staff who would deal with students in a sexual manner abuse, or appear to abuse, their power and violate their duty to the University community.~~

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#### ~~DEFINITIONS~~

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~~As used in this policy, the terms "faculty" or "faculty member" mean all those who teach at the University, and include graduate students with teaching responsibilities and other instructional personnel. The terms "staff" or "staff members" mean all employees who are not faculty, and include academic and non-academic administrators as well as supervisory personnel. The term "consensual sexual relationship" may include amorous or romantic relationships, and is intended to indicate conduct, which goes beyond what a person of ordinary sensibilities would believe to be a collegial or professional relationship.~~

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#### ~~POLICY~~

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#### ~~A. FACULTY/STUDENT RELATIONSHIPS~~

##### ~~WITHIN THE INSTRUCTIONAL CONTEXT~~

~~It is considered a serious breach of professional ethics for a member of the faculty to initiate or acquiesce in a sexual relationship with a student who is enrolled in a course being taught by the faculty member or whose academic work (including work as a teaching assistant) is being supervised by the faculty member.~~

##### ~~OUTSIDE THE INSTRUCTIONAL CONTEXT~~

~~Sexual relationships between faculty members and students occurring outside the instructional context may lead to difficulties. Particularly when the faculty member and student are in the same academic unit or in units that are academically allied, relationships that the parties view as consensual may appear to others to be exploitative. Further, in such situations the faculty~~

~~member may face serious conflicts of interest and should be careful to distance himself or herself from any decisions that may reward or penalize the student involved. A faculty member who fails to withdraw from participation in activities or decisions that may reward or penalize a student with whom the faculty member has or has had an amorous relationship will be deemed to have violated his or her ethical obligation to the student, to other students, to colleagues, and to the University.~~

#### **~~B. STAFF/STUDENT RELATIONSHIPS~~**

~~Consensual sexual relationships between staff and students are prohibited in cases where the staff member has authority or control over the student. A staff member who fails to withdraw from participation in activities or decisions that may reward or penalize a student with whom the staff member has or has had an amorous relationship will be deemed to have violated his or her ethical obligation to the student, to other students, to colleagues, and to the University.~~

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### **~~COMPLAINT PROCEDURE~~**

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~~Complaints alleging a violation of the Consensual Sexual Relationships Policy shall be handled in accordance with the Grievance Procedure For Complaints Based Upon Discrimination, Sexual Harassment, Sexual Assault, Consensual Sexual Relationships Or Racial and Ethnic Harassment.~~

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### **~~EQUAL OPPORTUNITY GRIEVANCE PROCEDURE GRIEVANCE PROCEDURE FOR COMPLAINTS BASED UPON DISCRIMINATION, SEXUAL HARASSMENT, SEXUAL ASSAULT, CONSENSUAL SEXUAL RELATIONSHIPS, RETALIATION OR RACIAL AND ETHNIC HARASSMENT~~**

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#### **A. WHO MAY USE PROCEDURE**

The grievance procedure embodied herein shall be available to any person who, at the time of the acts complained of, was employed by, was an applicant for employment, or was enrolled as a student at the Cameron University and/or Rogers State University.

#### **B. FILING OF COMPLAINT**

This procedure applies to pPersons who have complaints alleging discrimination based upon race, color, national origin, sex, age ~~40 or above~~, religion, disability, political beliefs, or status as a veteran or complaints alleging sexual harassment, consensual sexual relationships, retaliation, or racial and ethnic discrimination, harassment, or retaliation. Such persons ~~may file their complaints them~~ in writing with the University Equal Opportunity Officer.

Complainants who exercise their right to use this procedure agree to accept its conditions as outlined. Where multiple issues exist ~~,(e.g.i.e. sexual harassment and violation of due process or grade appeal)~~, the complainant must specify all of the grounds of the grievance of which the

complainant knows or should have reasonably known at the time of filing. A grievance filed under this procedure may normally not be filed under any other University grievance procedure. Depending on the nature of the issues involved, the complainant will be advised by the University Equal Opportunity Officer or his/her/his or her designee about the appropriate procedure(s) to utilize.

### C. TIMING OF COMPLAINT

Any complaint must be filed with the University Equal Opportunity Officer within 180 calendar days of the act of alleged discrimination, ~~or~~ harassment, or retaliation. The University Equal Opportunity Officer may reasonably extend all other time periods.

### D. ADMINISTRATIVE ACTION

- 1) The University recognizes its obligation to address incidents of discrimination, ~~and~~ harassment, or retaliation on campus when it becomes aware of their existence. Even if no complaints are filed, the University reserves the right to take appropriate action unilaterally under this procedure.
- 2) With respect to students, the University Vice President for Student Affairs and/or Dean of Students or other appropriate persons in authority may take immediate administrative or disciplinary action, which is deemed necessary for the welfare or safety of the University Community. Any student so affected must be granted appropriate due process.
- 3) With respect to employees, upon a determination at any stage in the investigation or grievance procedure that the continued performance of either party's regular duties or University responsibilities would be inappropriate, the proper executive officer may suspend or reassign said duties or responsibilities or place the ~~i~~individual on leave of absence pending the completion of the investigation or grievance procedure.

### WITHDRAWAL OF COMPLAINT

The complainant may withdraw the complaint at any point ~~during the investigation or~~ prior to the adjournment of a formal hearing.

### CONFIDENTIALITY OF PROCEEDINGS AND RECORDS

Investigators and members of the Hearing Panel reviewing the grievance are individually charged to preserve confidentiality with respect to any matter investigated or heard. A breach of the duty to preserve confidentiality is considered a serious offense and will subject the offender to appropriate disciplinary action. Parties and witnesses also are admonished to maintain confidentiality with regard to these proceedings.

All records, involving discrimination, ~~or~~ harassment, or retaliation upon disposition of a complaint, shall be transmitted to and maintained by the University Equal Opportunity Officer as confidential records except to the extent disclosure is required by law.

**PROCEEDINGS****INVESTIGATION**

Upon receipt of a complaint, the University Equal Opportunity Officer is empowered to investigate the charge, to interview the parties and others, and to gather ~~any~~ pertinent evidence. The investigation should be completed within 60 calendar days of receipt of the complaint, or as soon as practical. If a time period is extended for more than 10 calendar days, the [University Equal Opportunity EO/AA](#) Officer will provide written or oral notice of reason for extension to all parties involved. The investigator shall prepare a record of the investigation.

In arriving at a determination of a policy violation, at any stage of the proceedings, the evidence as a whole and the totality of the circumstances and the context in which the alleged incident(s) occurred shall be considered. The determination will be made from the facts on a case-by-case basis.

Upon completion of the investigation, the University Equal Opportunity Officer is authorized to take the following actions:

- a) Satisfactory Resolution—Resolve the matter to the satisfaction of the University and both the complainant and the respondent. If a resolution satisfactory to the University and both parties is reached through the efforts of the University Equal Opportunity Officer, he or she shall prepare a written statement indicating the resolution. At that time, the investigation and the record thereof shall be closed.
- b) Dismissal—Find that no policy violation occurred and dismiss the complaint, giving written notice of said dismissal to each party involved. Within 15 calendar days of the date of the notice of dismissal, the complainant may appeal said dismissal in writing to the University Equal Opportunity Officer by requesting a hearing. If no appeal is filed within the 15 calendar day period, the case is considered closed.
- c) Determination of Impropriety
  - 1) Make a finding of impropriety and notify the parties of the action to be taken. Either party has the right to appeal said determination in writing within 15 calendar days of the date of the notice of determination to the University Equal Opportunity Officer by requesting a hearing. If no appeal is filed within the 15 calendar day period, the case is considered closed.
  - 2) In the case of a complaint against a faculty member, the administrative investigator may determine that the evidence is sufficiently clear and serious so as to warrant the immediate commencement of formal proceedings as provided in the [Abrogation of Tenure, Dismissal Before Expiration of a Term Appointment, and Severe Sanctions](#) sections of the Faculty Handbook. If the President concurs with the administrator's finding, the case may be removed at



the option of the accused from the grievance proceedings contained herein, and further action in the case shall be governed by the ~~Abrogation of Tenure, Dismissal Before Expiration of a Term Appointment, and Severe Sanctions~~ sections in the Faculty Handbook. Otherwise, this policy and procedure shall apply.

~~The specific provisions prescribing these policies and detailed procedures are set forth in the Faculty Handbooks of the respective campuses, and the Staff Handbooks of the University. Any modification to a Regent's policy in these handbooks must be made through action of the Board of Regents.~~

### **3.3 RETIREMENT POLICY**

For specific University retirement policies, see the University's ~~Staff Handbook~~ Personnel Policy Manual.

### ~~3.43—INTERNAL AUDITING LEGAL AND COMPLIANCE ISSUES~~

#### ~~3.43-.1—INTERNAL AUDITING CHARTER~~

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##### PURPOSE

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Internal auditing is an independent appraisal activity established within the University organization to examine and evaluate its activities. The objectives of internal auditing are to assist members of the organization in the effective discharge of their responsibilities by furnishing them with analysis, appraisals, recommendations, and pertinent comments concerning the activities reviewed. However, the internal audit review and appraisal of an area shall not in any way relieve management of its assigned responsibilities.

~~3909D and Okla. Stat. Tit. 70. 228 and 229 provide that the Board of Regents shall establish an internal audit function, which employs a sufficient number of internal auditors to meet the Board's fiduciary responsibilities. The internal audit function shall be responsible to the Board of Regents and the Presidents, and shall be conducted in accordance with "Standards for the Professional Practice of Internal Auditing." The Presidents and all members of the Board of Regents shall receive copies of the audit reports, as well as, the State Auditor and Inspector. The Board of Regents shall, at least annually, review and prescribe the plan of work to be performed by the internal auditors.~~

~~The Internal Audit Director at the University of Oklahoma is authorized by the Presidents and the Regents to direct a broad, comprehensive program of internal auditing throughout the University. The University Internal Audit Department will evaluate the adequacy of the internal control structure. In order to accomplish these objectives, the Internal Audit Director and the Internal Audit Staff are authorized by the Presidents and the Board of Regents to have full, free, and unrestricted access to all University functions, records, property, and personnel. In the event any officer, agent, or employee of the Universities shall fail to cooperate fully with the Internal Audit Director or shall otherwise hinder or prevent or attempt to hinder or prevent any audit, the Internal Audit Director shall immediately and simultaneously report the same to the appropriate President and to the Board of Regents Finance and Audit Committee.~~

~~The position of Internal Audit Director is a staff position without authority or direct control over those units being reviewed. In this connection, the University Internal Audit Staff will not install procedures, originate or approve entries or otherwise engage in any activity that they will subsequently be expected to review or appraise.~~

~~The Internal Audit Director is responsible to the Board of Regents and the Presidents of the Universities for all of the internal auditing efforts throughout the Universities. This includes those efforts on the Norman Campus; at the Health Sciences Center in Oklahoma City; the Norman Campus and Health Sciences Center Campus functions in Tulsa; Cameron University, Lawton; Rogers State University, Claremore; and at any other locations for which the Regents of~~

~~The University of Oklahoma Regents have responsibility. The Internal Audit Director shall be appointed and terminated by the Board of Regents and the Presidents~~

#### AUTHORITY

Oklahoma law provides that the Board of Regents shall establish an internal audit function that employs a sufficient number of internal auditors to meet the Board of Regents' fiduciary responsibilities. The internal audit function shall be responsible to the Board of Regents and the President and shall be conducted in accordance with "Standards for the Professional Practice of Internal Auditing." The President and all members of the Board of Regents shall receive copies of the audit reports, as will the State Auditor and Inspector. The Board of Regents shall, at least annually, review and prescribe the plan of work to be preformed by the internal auditors.

The Internal Audit Director at the University is authorized by the Board of Regents to direct a broad, comprehensive program of internal auditing throughout the University. The University Internal Audit Department will evaluate the adequacy of the internal control structure. In order to accomplish these objectives, the Internal Audit Director and the Internal Audit staff are authorized by the President and the Board of Regents to have full, free, and unrestricted access to all University functions, records, property, and personnel. In the event any officer, agent, or employee of the University shall fail to cooperate fully with the Internal Audit Director or shall otherwise hinder or prevent or attempt to hinder or prevent any audit, the Internal Audit Director shall immediately and simultaneously report the same to the President and to the Board of Regents Finance and Audit Committee.

The position of Internal Audit Director is a staff position without authority or direct control over those units being reviewed. In this connection, the University Internal Audit staff will not install procedures, originate or approve entries, or otherwise engage in any activity that they will subsequently be expected to review or appraise.

The Internal Audit Director is responsible to the Board of Regents and the Presidents for all of the internal auditing efforts throughout the Universities. This includes those efforts on the Norman Campus, the Health Sciences Center Campus, the Norman and Health Sciences Center Campus functions in Tulsa, Cameron University, and Rogers State University, and any other location for which the Board of Regents has responsibility. With the advice of the Presidents, the Internal Audit Director shall be appointed and terminated by the Board of Regents.

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#### RESPONSIBILITIES

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The Internal Audit Department shall execute a comprehensive program to ensure all activities of the organization are reviewed at appropriate intervals, as determined by the Internal Audit Director and the Board of Regents Finance and Audit Committee. An annual audit plan shall be prepared and submitted to the Board of Regents each year for review and approval.

The Internal Audit Department shall review and evaluate systems of control and the quality of ongoing operations, recommend action to correct any deficiencies, and follow-up on management's response to assure corrective action is taken on a timely basis. Annually, the

Internal Audit Director shall report on the adequacy of the internal control structure for each university.

The Internal Audit Department shall appraise the quality of management performance in terms of compliance with policies, plans, procedures, laws, and regulations.

The Internal Audit Department shall identify operational opportunities for improvement in performance by appraising functional effectiveness against industry standards and sound business practices.

University employees have a duty to report instances of suspected fraud to the Internal Auditing Department. The Internal Audit Department will coordinate internal investigations of suspected fraud with the appropriate University officials (e.g. Office of Legal Counsel, Campus Police, University officers, the Compliance Office, and/or departmental personnel).

The Internal Audit Department shall conduct special reviews and consulting services as directed by the Presidents and Board of Regents. Special reviews and consulting services requested by departmental management may be performed at the discretion of the Internal Audit Director. Care should be taken as to retain independence and avoid conflicts of interest when performing consulting services. Consulting services include, but are not limited to, assistance in the implementation of new computer systems and the compliance with new laws and regulations. As part of an implementation team, internal auditors may serve as non-voting members on related steering committees.

The Internal Audit Director shall ensure that written reports are prepared for each internal audit and that such reports are furnished to appropriate management personnel and the senior officer responsible for the audit activity. All completed internal audits shall be submitted to the applicable President and filed with the Vice President for University Governance as soon as completed and provided to all Regents. The Board of Regents shall have the opportunity to discuss any report with the Internal Audit Director.

The Internal Audit Department shall evaluate the adequacy of management's corrective action and perform necessary follow-up procedures to ensure that the corrective action has been implemented.

The Internal Audit Director shall report at each regular meeting of the Board of Regents on any condition that, in the judgment of the Director, could adversely affect the organization. Suspected theft, fraud, or misuse of funds will be reported to the Board of Regents Finance and Audit Committee.

The Internal Audit Department shall submit quarterly reports to the Board of Regents Finance and Audit Committee that summarize audit findings and trends.

The Internal Audit Department shall serve as facilitator and coordinator for all ~~f~~s Federal, sState, and other external audit agencies. All external audit agencies shall contact the Internal Audit Director for all entrance and exit audit conferences.

The Internal Audit Director will have the responsibility for the direction, personnel, budget, and day-to-day operation of the internal audit function.

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**AUTHORITY**

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~~Okl. Stat. Tit. 74.~~

### ~~3.3.2~~3.5—CONFIDENTIALITY OF LIBRARY RECORDS

~~Cameron University and Rogers State~~The University adheres to Oklahoma and federal state law with respect to confidentiality of library records. The records of library materials ~~you~~ borroweded or usedd cannot be disclosed to anyone except:

- 1) Persons acting within the scope of their duties in the administration of the library;
- 2) Persons authorized to inspect such records, in writing, by the individual or group whose records are sought; or
- 3) As otherwise required by law.~~By order of a court of law.~~

The Board of Regents is vested with the governance of the University. Within its authority is the governance of all finance and management matters, including without limitation, investment, collections, contractual authority, acquisition, development and disposition of property, financial aid, financial emergency, and buying and selling goods and services. Specific provisions pertaining to finance and management and related matters may be set forth in the Faculty and Staff Handbooks, student handbooks, and/or other official policy documents of the University. Any modification to a Board of Regents policy in the policy documents referred to above or elsewhere must be made through action of the Board of Regents.

#### **4.1 — ~~INVESTMENT OF TEMPORARILY IDLE CASH SHORT-TERM INVESTMENT POLICY~~**

The investment procedures described below are intended to govern the process of investing funds of ~~Cameron University and Rogers State~~ the University under the ~~constitutional and~~ statutory authority of the Board of Regents ~~of The University of Oklahoma~~.

In order to maximize the return on investments, the Vice President for Business Affairs or ~~his~~ ~~their~~ respective designees, shall invest all allowable funds of the ~~University~~ that can be invested for and on behalf of the ~~Board of Regents~~ university. Such funds include all monies on deposit in the Agency Special Accounts (including, but not limited to, payroll trust funds, funds transferred to construction accounts, and travel trust funds), Treasury Funds, and Agency Relationship accounts (including, but not limited to, funds which are advanced by granting agencies as directed by conditions required by the terms of the contract or grant or as required or permitted by terms of a bond resolution or donor requirement) that are not required to be invested by the State Treasurer.

The Vice President for Business Affairs, or ~~his~~ ~~her~~ respective designees, shall establish procedures to sufficiently analyze the cash flow requirements of the University and determine the amount of funds to be invested and the time period of the investment(s). Allowable instruments shall include those permitted for investment of state monies, as provided by Oklahoma law. Allowable monies may be invested through the Office of the State Treasurer or, provided a higher return on the investment can be earned, with other financial institutions.

Interest income from investments made by the State Treasurer shall accrue to the ~~University~~ institution's Agency Special Fund or fund from which the investment was made, in accordance with the provisions of ~~Section 3906 of Title 70 of~~ the Oklahoma Statutes. The Vice President for Business Affairs shall deposit all interest income into the original accounts generating the principal invested as required by the terms of the specific grants or contracts or as required by terms of bond resolutions, donor requirements, federal regulations or other ~~Board of University of Oklahoma~~ Regents' policy statements. Interest accrued by the investment of pooled funds shall be distributed in accordance with the needs determined by the President and reported to the Board ~~of Regents~~ annually. The ~~University~~ officials designated above shall ensure that required procedures and records are maintained and available for audit by internal, external, and State auditors.

## 4.2—DEBT POLICY

The issuance of revenue bonds shall be in accordance with the Board of Regents' authority to issue said bonds pursuant to the provisions of Oklahoma law 70 O.S. Section 4001. All revenue bonds shall be secured in accordance with Oklahoma law and the administrative rules of the Council~~Counsel~~ of Bond Oversight.

## 4.3—PUBLIC CONSTRUCTION AND IMPROVEMENT PROJECTS

It is the intent of the Board of Regents to give every qualified bidder an equal opportunity to compete for construction contracts required at the Universities and that such competition be fair and impartial. At the same time, it is the policy of the Board of Regents to assure the University's<sup>2</sup> quality in workmanship and materials at the best possible cost to the University, and that all transactions in respect to public construction and improvement projects to be in compliance with ~~the Oklahoma law the Public Competitive Bidding Act of 1974 as amended.~~

Before approval may be granted for any construction project, there must be sufficient existing funds to cover the entire costs of the project, or there must be sufficient pledges or other financial arrangements in existence to cover such costs. In approving such construction costs, the Board of Regents must identify the costs of the project, the estimated operating costs for the project, and the source of funds for all such costs. If any significant or material changes arise in such costs identified to the Board of Regents, the President shall notify the Board of Regents of such changes.



## 4.4—OBLIGATION AND COLLECTION OF STUDENT FEES

Tuition and fees and other fees for special educational services are due prior to the first day of class. The University's administration shall establish and publish a deadline when tuition and fees are payable, after which the payment may be subject to a service/late payment charge.

### 4.4.1—ADD/DROP PERIOD

Changes of schedule may be made during the first two weeks of a regular semester/term and the first week of a summer ~~semester~~/term with appropriate charges and charge removals.

### 4.4.2—LATE PAYMENT

Late payment will require payment in full as well as be subject to a service/late payment charge in an amount determined and published by the University~~institution~~.

The following procedures modify and clarify existing practices of the University governing financial obligations incurred by students, including both initial payments and delinquent debts. These procedures may be categorized as:

- Obligation and collection of registration fees
- Obligation and payment of other charges and fees
- Insufficient funds checks
- Delinquent housing payments

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### OBLIGATION AND COLLECTION OF TUITION AND FEES

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- 1) A financial obligation is incurred at the time a student elects to register. Registration may be canceled without financial obligation at any time before the scheduled first day of classes or during the first two weeks of a regular semester or first week of a summer term~~session~~.
- 2) Students may pay fees prior to the first day of classes. Monthly statements will be prepared and mailed prior to the fee payment deadline. Failure to receive a statement will not exempt a student from late penalties. It is the student's responsibility to determine his/her financial obligation and how it is to be met.

- 3) To avoid penalties and/or service charges, students are required to pay all tuition and fees in total prior to the date designated by the Business Office/Bursar as the last day to pay tuition and fees without penalty. At the time of enrollment, students will receive detailed information regarding tuition and fee payment.
- 4) Students may pay their tuition and fees in four payments during each ~~f~~Fall and ~~s~~Spring semester. These payments are subject to the service charge as defined in paragraph 6.
- 5) Students who do not pay their tuition and fees during the period noted above will be considered to have delinquent accounts. The Business Office/Bursar will send "Overdue Notices" directly to the students when their tuition and fees are not paid on time.
- 6) Students will be charged a payment plan fee and/or a monthly service charge on any unpaid balance on their student accounts receivable that is one billing cycle past due. The payment plan fee and/or a monthly service charge rate is published by the Business Office/Bursar each semester.

Service/Late Payment Charges may be waived if the University, through its action or inaction, has caused the payment for tuition and fees to be made beyond published deadlines or if there are extraordinary circumstances (e.g., death in family, serious illness, accident, etc.) which result in the student's tuition and fees not being paid by the published deadlines. The extraordinary circumstances must be an event, which the student could not reasonably control or foresee. Extraordinary circumstances do not include reasons such as failure to receive a bill, not having the funds to pay, car payment or ~~otherrent~~ payments due, or other reasons which could be reasonably controlled or foreseen by the student. Students requesting a waiver of the Service/Late Payment Charges due to an extraordinary circumstance should submit a written request to the ~~Business Office/Bursar~~ Business Office/Bursar fully describing the circumstances including copies of supporting information. Requests for waivers should be submitted prior to the published deadline for tuition and fee payment whenever possible. The Business Office/Bursar shall review the request and supporting documentation and determine whether a Service/Late Payment Charges waiver is to be made. In addition, students requesting Service/Late Payment Charges waivers should contact the Office of Financial Aid to determine if the extraordinary circumstance makes them eligible for aid from any of the University's financial aid programs. Students paying tuition and fees with financial aid must obtain a Service/Late Payment Charges waiver from the Office of Financial Aid. Eligibility for this waiver will be determined by the Office of Financial Aid.

- 7) Students with outstanding tuition and fees not in conformance with items 3 or 4 above at the beginning of any enrollment period will not be permitted to enroll. The Business Office/Bursar will notify the Registrar of the names of those students with outstanding tuition and fees. Except for HOLDS on students' accounts that have been referred to Collections, the Business Office/Bursar or designee may remove enrollment HOLDS as an exception

to this policy when, in the judgment of the Business Office/Bursar or his/her designee, there are extraordinary extenuating circumstances which prevented prohibited the students from paying outstanding tuition and fees.

- 8) Until and including the last day of final examinations, students may pay their delinquent accounts by paying tuition and fees for all of their original enrollment plus the service charge noted in item 6\_-above. Students settling their delinquent accounts after the last day of final examinations will be charged an additional penalty over and above charges for delinquent accounts noted above. The amount of the additional late payment charge is published each semester.
- 9) The Business Office/Bursar will notify the Registrar of the names of those students whose tuition and fees are not paid by the last day of classes so that the Registrar may withhold the reporting of their final grades and will not release their transcript.
- 10) Withdrawal from classes after the first two weeks of a fall/spring semester and first week of a summer termsemester does not relieve students of their financial obligation to the University, and these students will be charged 100% of the tuition and fees due the University.
- 11) Those students who may-wish to pay tuition and fees to reinstate for a semester or summer term after the last day of finals for that session must be referred to the Provost or Vice President for Academic Affairs. The basic posture is that retroactive reinstatement would be allowed only in cases where it can be established that the University somehow contributed to the student's late payment by some error on its part. Students requesting to be retroactively enrolled or added for prior semesters will be charged the tuition and fee rates in effect for the current semester plus applicable late fees and service charges.

Regardless of when a student pays tuition and fees, payment for the entire enrollment is required. Selective course payment will not be possible.

- 12) All payments for delinquent accounts must be paid in a manner acceptable to the university.

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#### OBLIGATION AND PAYMENT OF OTHER CHARGES AND FEES

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- 1) Fines, charges, or other miscellaneous fees become a financial obligation of the student at the time they are levied or assessed.
- 2) These charges will be periodically added to the central student accounts receivable maintained by the Business Office/Bursar.
- 3) Payment or satisfactory adjudication of all existing charges may be made at any time. If not paid prior to payment of tuition and fees, all other charges

and fees are immediately due and payment must be made when tuition and fees are paid.

- 4) Miscellaneous charges incurred during the remainder of the semester will be billed to the student on a monthly basis.

- 5) Delinquent payment of charges will not constitute grounds for withdrawal. The charges will be carried forward to the next semester, at which time all fees and charges must be cleared prior to any new enrollment. Except for HOLDS on students' accounts that have been referred to the Collection Office, the Business Office/Bursar or designee may remove enrollment HOLDS as an exception to this policy when, in the judgment of the Business Office/Bursar or designee, there are extraordinary extenuating circumstances which prevented prohibited -the students from paying outstanding fees and charges. Students leaving the University will find their official records and transcripts tagged and these records will not be released to other persons, institutions, or agencies until all debts are paid.

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#### DELINQUENT HOUSING PAYMENTS

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A financial and legal obligation is incurred when a student or the student's ~~their~~ parent signs a housing contract. The contract specifies the payment procedures.

The University shall establish, publish, and maintain policies and procedures to ensure the collection of University Housing and Food Services obligations in accordance with housing and food service contracts. Said policies and procedures shall include the use of both internal and external collection offices and the University's Legal Counsel when appropriate.

The ~~c~~Chief ~~b~~Business ~~o~~fficer or his/~~her~~ designee will be responsible for the supervision and enforcement of the procedures set out herein.

All questions about financial obligations should be directed to the Business Office/Bursar. If the question concerns the student's enrollment, verification of registration records will be performed and, if necessary, financial obligations adjusted. If the question concerns miscellaneous charges and fines or fees, satisfactory adjudication must be obtained from the charging department. If it is evident that a problem developed as a result of an error in the University administrative processes, payment and reinstatement will be permitted without additional late charges or penalties.

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#### LEGAL ACTION TO COLLECT ACCOUNTS

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The Board of Regents ~~delegate the authority to the President of the universities to~~ authorizes the Office of Legal Counsel to institute suit in the name of the Board of Regents ~~of the universities~~ to collect accounts due and owing to the Universityies, and ~~further, the authority~~ to compromise or settle said suits upon such terms and conditions as the General Counsel Presidents believes to be in the best interest of the University.



## 4.5—FEE REFUND POLICY

The refund policy for tuition and fees (except for Title IV recipients) collected from students at the ~~U~~universities shall be included in the published ~~C~~class ~~S~~schedule, program brochures, and relevant web sites. ~~Refund Policies related to short courses may differ. Refund policies for these activities will be published in the colleges' class schedules, program brochures and relevant websites.~~

## **4.6—SCHOLARSHIP AND FINANCIAL AID INFORMATION**

To facilitate the responsibilities charged to the Financial Aid Services, all scholarship and financial aid information and resources awarded from any school, department, office, or other University-related entity are to be reported to the Office of Financial Aid Services in a complete and timely fashion.

## 4.7—AUXILIARY ENTERPRISES/ SERVICE UNITS

Auxiliary Enterprises and Service Units primarily exist to furnish goods and services to students, faculty, or staff, and charge a fee ~~for directly related to, although not necessarily equal to,~~ the cost of the goods or services. To ensure that data regarding individual Auxiliary Enterprises are complete and adequate for management decisions, cost data should be prepared. Excess funds generated by Auxiliary Enterprises after applying full costing, may be utilized for any lawful purpose to enhance the quality of University life for the students, faculty, or staff, including, but not limited to, student scholarships or other student awards, improvements or additions to University plants, other capital needs, University development, and University promotion.

Each Auxiliary Enterprise and/or Service Unit is to develop, maintain, and implement prudent business practices including, but not limited to:

- A comprehensive procedure manual documenting applicable policies, procedures, standards, and other administrative and operating criteria;
- Formal procedures for outlining operating philosophy and pricing criteria. The underlying procedures must include the processes for evaluating costs and determining prices, fees, charges, etc;
- The development of budgets and operating plans;
- Transfers of excess funds from unrestricted auxiliary accounts to other auxiliary or general University college accounts shall be permissible within a universityan institution to accomplishing general management goals and meeting needs and priorities; and;
- Periodic reporting of financial activities to the Vice President for Business Affairs the President, and the Board of Regents.

Creation of Auxiliary Enterprises and Service Units shall be approved by the President or his/her designee. Deletion of any Auxiliary Enterprises and Service Units may be approved by the President or his/her designee. In those circumstances where creation or closure will result in significant financial or other institutional impact, Board of Regents notification is also required.

The primary responsibility for managing each unit shall be with the operating manager of each Auxiliary Enterprise and Service Unit and their respective Dean/Director and eExecutive officer.



## 4.7.1—UNIVERSITY POLICE OFFICERS

In 1963 the Oklahoma Legislature passed ~~a law that Senate Bill 174 (74 O.S. § 360.15—360.21), which~~ allows universities and colleges to commission their campus police officers. Under this law the police officers have all the power vested by law in peace officers, except the service of civil process, in the protection and guarding of grounds, buildings, persons, and equipment of the ~~University institution~~, and the prevention of improper conduct and trespassing upon the grounds of the institution. ~~Further T~~the law ~~also~~ allows the ~~commissioned campus~~ police officers to make arrests and take into custody persons guilty of illegal conduct or trespassing.

All campus police officers of the ~~U~~university shall be commissioned by the Board of Regents ~~under 74 O.S. § 360.15—360.21~~.

The ~~statuteact~~ provides that the ~~Board of~~ Regents shall prescribe the duties, designate the uniform, fix the compensation, and provide a written commission for the police officers.

The following duties shall be given to the campus police officers:

- To enforce all ~~U~~university rules and regulations referred to them for enforcement.
- To enforce all ~~s~~State and ~~f~~Federal criminal laws upon the property of the ~~U~~university.
- ~~To protect and safeguard all students, employees, and visitors of the University.~~
- To protect and guard all of the grounds, buildings, and equipment of the ~~U~~university~~of~~.
- To strive to prevent any improper conduct at the ~~U~~university .
- To prevent trespassing upon any property belonging to the ~~U~~university .
- When called upon, to aid any other law enforcement agency.
- To enforce traffic regulations.
- To make investigations and inquiries believed necessary to carry out all of the other duties.
- To make arrests and take into custody any person when such action is necessary to carry out the duties of ~~thehis/her~~ office.

The President or his/her designee shall approve the uniforms for police and other enforcement personnel for wear while on duty, or shall prescribe dress appropriate to the individual's assignment. Police uniforms shall clearly identify the wearer as a law enforcement officer, shall be distinguished from uniforms worn by other law enforcement agencies operating in the same

geographic area, and shall represent the ~~University institution~~ in a positive and professional manner.

## 4.8—PARKING AND TRAFFIC REGULATIONS

The Board of Regents has determined that it is in the best interest of the Universities that rules and regulations be promulgated and adopted governing the keeping and use of automobiles by Universities' employees and students, providing parking areas for the employees and students of the Universities, and providing a method of carrying such rules and regulations into effect and the enforcement thereof. The applicable portion of these regulations shall apply to every employee of the Universityies, and the portions applicable to students shall be deemed a part of the established regulations of the University, which govern every student.

The President ~~of the University~~ may revise, alter, or amend these regulations when conditions warrant. Such amendments, revisions, or alterations shall, unless otherwise ruled by the Board of Regents, be effective and of the same dignity as if enacted or ordered by said Board of Regents.

Specific provisions of the University's parking and traffic regulations are prescribed in the University's parking and traffic regulations handbook.

## 4.9—AUTHORITY TO SIGN CONTRACTUAL DOCUMENTS

The authority for any individual to sign contracts on behalf of the University originates with the Board of Regents. ~~For operational efficiency~~ The Board of Regents has granted to the President the power to delegate such signature authority to appropriate University executives, ~~and officers, and directors.~~ Unless the President specifically delegates this authority to an individual by formal written communication, ~~that individual he/she~~ may not sign any ~~contract or any other document whatsoever that binds, or has the appearance of binding the Board of Regents and/or any element thereof~~ the University.

Such documents include, but are not limited to, purchase orders, grants, contracts, sub-contracts, licenses, leases, funding, applications, extensions and renewals, letters and/or memoranda of understanding, sales orders, work orders, and the like. The common feature of such documents is the obligation it imposes on the University, the breach of which may ~~inflict be the potential for~~ legal liability on the University ~~action.~~ Such documents may involve products and services that the University provides to other parties for compensation (revenue), and products and services that the University acquires from other parties in exchange for payment. They may also involve mere agreements by which duties and responsibilities of the parties involved are formally delineated, even though monetary or other valuable consideration may not be involved.

The delegated authority to sign contractual documents does not carry with it any exemption from other policies and procedures that otherwise govern. The President shall designate the positions and names of the individuals who should be authorized to sign contractual documents. Each recommendation shall include the nature of the authority delegated, the areas of activity to which it is limited, and the upper limit of the authority in terms of dollars.

- The original letter of authorization shall be forwarded to the individual to whom the authority is delegated;
- One copy shall be retained in the Office of the Executive Secretary of the Board of Regents; and
- One copy shall be retained by the chief business officers' ~~Vice President for Business Affairs'~~ office and Legal Counsel offices.

All such authorizations, regardless of commencement date, shall expire upon termination from the position or revocation of authorization ~~notification by the President.~~

~~Any individual receiving delegated authority to sign~~ Except as otherwise may be authorized in writing by the University's Office of Legal Counsel, all contractual documents shall be ~~may~~ processed ~~them~~ through the University's Office of Legal Counsel ~~office. This is~~ to ensure that certain legal limitations ~~governed by the state's constitution, statutes, and case law,~~ are not waived, ignored, or otherwise ~~abridged~~ negotiated. ~~The limitations are listed below:~~

- ~~In the event of conflicting language, the terms and conditions asserted by the university shall govern.~~
- ~~Any term or condition contained in a document provided by another party, which conflicts with Oklahoma statute, constitution, or case law shall not apply.~~
- ~~The university shall not be bound by the terms and conditions for any separate or related agreement without its have first reviewed it.~~
- ~~The university shall not be limited in time with respect to any legal matter related to the transaction at hand.~~
- ~~For any legal matters or issues, Oklahoma statutes, case law, or constitution shall govern, and any disputes shall be decided in the jurisdiction within the State of Oklahoma pertaining to the transaction at hand.~~
- ~~The university may agree to honor proprietary or confidentiality requirements only to the extent allowed by Oklahoma statute.~~
- ~~Any liability with regard to any matter or dispute shall be determined and measured according to Oklahoma statute, case law, or constitution.~~
- ~~The university is prohibited from indemnifying another entity, and any liability the university may have in regard to the transaction at hand shall be governed by Oklahoma law.~~
- ~~No deposits or cancellation fees shall apply.~~
- ~~The university may accept no financial liability with respect to any third parties who may be involved with the transaction at hand.~~
- ~~The university may not obligate funds beyond the end of the existing fiscal year, and may cancel any agreement and fix any financial obligation consistent with such limitation.~~
- ~~The university may not pay or reimburse for any taxes the other party may be required to pay with respect to the transaction at hand.~~
- ~~The university is covered under the insurance provided by the State, and shall not acquire any additional insurance beyond such coverage.~~

- ~~□ The university may agree to 30-day payment terms except that determination of default and late payment penalties shall be determined and measured according to Oklahoma statute.~~

The President may revoke the signature authority of any individual at any time and shall timely notify the appropriate University officers ~~Executive Secretary and Legal Counsel~~ of such revocation.

## 4.10—BUYING AND SELLING GOODS AND SERVICES

### 4.10.1—POLICY

The University's legal capacity to acquire goods and services from others in exchange for payment, and to provide goods and services to others in exchange for revenue, originates with the Board of Regents. University funds are budgeted on an annual basis, and these budgets are approved by the Board of Regents. The Board of Regents recognizes that ~~-substantial authority~~ must be delegated.

### 4.10.2—BUYING GOODS AND SERVICES

The University purchases a substantial volume of goods and services. Except in certain situations, University employees shall acquire these goods and services through an open and competitive process aimed at fairness to interested suppliers and best value for the University. ~~The term C~~ompetition allows for the use of new technology in communications, telephone quotes, and prior competitive history. ~~It also includes E~~xisting contracts established by cooperative associations, educational purchasing consortium contracts, existing contracts awarded by a state college or university, and ~~s~~State and federal entities, which meet the criteria for formal competitive process may be considered competitively bid. University departments may request and receive assistance from the Purchasing Department for purchases, regardless of -involving any dollar amount.

### 4.10.3—PURCHASES THAT REQUIRE FORMAL COMPETITION OR BIDS

Generally, the dollar amount of a purchase determines whether it must be competitively bid~~competed and whether it must be bid~~. The dollar limitations are on a per-transaction basis and are not cumulative. Unless otherwise exempted, purchases exceeding \$50,000 must be formally bid. Splitting ~~of~~ orders to avoid skirt-this dollar limitation is prohibited.

Unless otherwise exempted, purchases above \$5,000 and not exceeding \$50,000 must be competed competitively bid. Splitting of orders to avoid skirt this dollar limitation is prohibited. The competition may be conducted by the ordering department and the results submitted to the Purchasing Department, which -Purchasing may rely on such results, or conduct further competition.

### 4.10.4—PURCHASES THAT DO NOT REQUIRE FORMAL COMPETITION OR BIDS

Because of their unique or peculiar nature, the following types of purchases do not require formal competition or bids. The dollar limitations are on a per-transaction basis and are not cumulative.

- Purchases up to \$50,000 by University departments from University auxiliary enterprises, service ~~units~~departments, or other University units engaged in the resale of products or services in accordance with their mission.
- Purchases of products, services, or utilities for resale, including minor operating supplies consumed in the resale process, by University auxiliary enterprises, service ~~units~~departments, or other University units engaged in the resale of products or services in accordance with their mission.
- Purchases up to \$50,000 of legal, medical, accounting, consulting, architectural, engineering, interior design, appraisal, landscape design, real estate agency, or similar professional services, only when such services are ordered by the President or ~~his or her~~their designee ~~of the University~~ pursuant to University-wide matters of importance, and only when such services represent discrete short-term engagements with specific terminal objectives.
- Purchases up to \$50,000 against University-wide contracts with suppliers; ~~that~~which have been arrived at competitively and for which exclusive usage by University departments has been mandated by the Board of Regents or the President.
- Purchases of professional dues, memberships, and similar products or services that are otherwise authorized, but which cannot reasonably be ~~competed~~ competitively bid.
- Purchases of property designated as surplus by federal agencies, state agencies, county governments, municipalities, school districts, other institutions of higher education, and similar bodies; provided, however, that evidence of reasonableness of price must be obtained and maintained.
- Payments to federal agencies, state agencies, county governments, municipalities, school districts, other institutions of higher education, and similar bodies for products and services in situations that cannot reasonably be subjected to the competitive process.

~~Such other purchases as may be identified by the Vice President for Business Affairs and approved by the President.~~

Because they are covered by separate University policies and procedures, the following types of purchases do not typically require processing by the Purchasing Department. The dollar limitations are on a per-transaction basis and are not cumulative. However, the requirement for competition may still apply, and the requirement for processing by another University department may apply.

- Individual travel costs (air fare, hotel, ground transportation, conference registrations, etc.) by employees attending conferences, seminars, and the like pursuant to official University business (~~these are~~ governed by policies ~~separate rules~~ on travel reimbursement).



- Architectural, engineering, construction, and construction management services related to major real property construction and renovation of University capital assets.
- ~~□ Such other purchases as may be identified by the Vice President for Business Affairs and approved by the President.~~

#### 4.10.5—PURCHASES THAT DO NOT REQUIRE COMPETITION OR BIDS

Unless they are otherwise governed, restricted, or addressed by University policy, purchases of \$5,000 or less do not require competition or bidding by the Purchasing Department, although competition is recommended. Splitting ~~of~~ orders to take ~~improper~~ advantage of this dollar ~~limit~~allowance is prohibited. The ordering department shall ensure that such purchases meet all other requirements including, but not limited to, legality, availability of funding, and whether the purchase is allowable, as in the case of a sponsored grant or contract.

#### 4.10.6—PURCHASES THAT REQUIRE THE ASSISTANCE AND REVIEW OF THE PURCHASING DEPARTMENT

To ensure effective and efficient mission accomplishment, the Purchasing Department, in meeting the requirement for a professional buyer to place an order, may establish for University departments orders that specify time frames, dollar limits, and product-/service categories. Such orders may be established in response only to mission-critical needs that cannot ~~otherwise~~ be met timely or that cannot possibly otherwise benefit from the direct involvement of the Purchasing Department. Such orders permit University departments to place orders with vendors, up to the specified dollar limits. Departmental requests for such orders shall be communicated in writing and approved by an ~~administrative~~executive officer of the department-/school-/administrative office, before being forwarded to the Purchasing Department. The Purchasing Department shall maintain a list of such orders and provide such list to the Vice Presidents for Business Affairs no less frequently than quarterly. The Purchasing Department shall continually review such orders for need and shall audit their usage for compliance with the principles of competition, fairness, and best value. The Purchasing Department may recommend to the Vice President for Business Affairs termination of any such order when the need for it no longer exists, if there is evidence of noncompliance, or for similar reasons.

#### 4.10.7—PURCHASES FROM AUXILIARY ENTERPRISES AND SERVICE UNITS

University auxiliary enterprises and service units offer various products and services for sale, primarily to University departments, faculty, staff, and students. Examples are food services, printing services, and maintenance and repair of working spaces. ~~The products and services they offer should be competitive in quality and price. However, pricing should not be so low that it~~

~~invites accusations of unfair competition being conducted by a tax-supported institution.~~ Any excess of revenues over expenses generated by these entities is used to ensure future operations, renew and replace plant and equipment, and contribute back to the University's education and research missions through Presidential priorities. When a University department purchases such products or services, the University department must allow the related auxiliary enterprise or service unit first opportunity at the transaction. Such purchases may be awarded to outside vendors only upon sufficient justification, or upon refusal by the auxiliary enterprise or service unit.

#### 4.10.8—SUBMITTING PURCHASES TO THE BOARD FOR APPROVAL AND REPORTING OTHER PURCHASES

Separate and apart from the policies and procedures governing competition and processing by the Purchasing Department Office, the following conditions govern those purchases that must be submitted to the Board of Regents for prior approval, those purchases that must be reported to the Board of Regents at least quarterly, and those purchases that are exempt from either the approval or reporting requirements. The dollar limitations are on a per-transaction basis and are not cumulative.

- Purchases over \$~~150,000~~250,000 must be submitted to the Board of Regents for prior approval; sole source purchases in this category must be identified as such; changes that would ~~increase~~alter the financial obligation of the University upwards by more than 15% must be ~~re~~submitted to the Board for prior approval.
- Purchases above \$50,000 but not exceeding \$~~150,000~~250,000 must be reported to the Board of Regents at least quarterly; sole source purchases in this category must be reported separately and identified as such.
- Purchases of air charter services must be reported to the Board of Regents at the meeting of next earliest opportunity.
- Purchases by University departments from University auxiliary enterprises or service ~~units~~departments are exempt from the approval and reporting requirements.
- Purchases of products, services, and utilities for resale, including minor operating supplies consumed in the resale process, by University auxiliary enterprises, service ~~units~~departments, or other University units engaged in the resale of products or services in accordance with their mission, are exempt from the approval and reporting requirements.

Acquisition contracts, such as for office supplies University-wide or for materials for physical plant maintenance, arrived at through the competitive process, but which are indefinite as to quantity and delivery, are exempt from the approval and reporting requirements.

Purchases of property designated as surplus by federal agencies, state agencies, county governments, municipalities, school districts, other institutions of higher education, and similar bodies are exempt from the approval and reporting requirements.

Payments to federal agencies, state agencies, county governments, municipalities, school districts, other institutions of higher education, and similar bodies for products and services in situations that cannot reasonably be subjected to the competitive process, are exempt from the approval and reporting requirements.

#### 4.10.9—SOLE SOURCE PURCHASES

The following policy regarding sole source purchases explains why a particular action may not be subject to competition. However, it does not affect the criteria governing when a purchase must be processed through the Purchasing Department. Other than the requirement for competition, sole source purchases are subject to the same policies and procedures set forth above.

A sole source purchase is any which, by the specifications needed by the requestor or by the specific restrictions imposed by a funds provider, restricts the action to one supplier or to one brand name. The sole source determination and justification shall not be based upon personal or professional preference of the requestor. Justification shall be objective rather than subjective.

A major component of a sole source purchase is the determination of fairness of price. Even though a material, service or supplier may truly fit the conditions of sole source, the requestor shall demonstrate that the related price is fair and reasonable.

A sole source purchase is preferable to a formal competitive process in which specifications are written so narrowly that the outcome has no chance but to be the same as if a sole source was executed.

Any University employee involved in a potential sole source purchase shall weigh two risks. The first risk is conducting a sole source purchase when in fact a competitive situation exists. The second risk is conducting a competitive purchase when in fact a sole source situation exists. The first is the greater risk, but both shall be addressed.

Where a sole source purchase satisfies the criteria that it must be approved by or reported to the Board of Regents, the requestor shall defend the action, if necessary, before the Board of Regents. For every sole source purchase that has been executed, the requestor shall, if necessary, justify the action in cases of audit, protest, public inquiry, litigation, or similar circumstance.

Any requestor or buyer who knowingly executes a sole source purchase when, in fact, it is not one, may be subject to administrative action as otherwise provided for by Board of Regents policy.

The Purchasing Department is responsible for developing and maintaining the specific guidelines and forms necessary for requestors to document and justify proposed sole source purchases. The Vice President for Business Affairs has the authority to challenge and deny requested actions that lack sufficient justification. The completed and executed forms shall be an integral part of the procurement file, available for inspection and audit by appropriate authorities.

#### 4.10.10—INVENTORY, CONTROL, AND CAPITALIZATION OF CERTAIN PURCHASES, GIFTS, OR OTHER ACQUISITIONS

In addition to the policies and procedures governing the acquisition of products and services, the following requirements apply to certain purchases, gifts, or other acquisitions.

Capital assets coming under the control of a University department, whether through purchase, gift, or otherwise, shall be recorded in the University's inventory system. Additionally, capital assets that are movable shall be tagged. If a movable capital asset is transferred from one location to another, the cognizant department shall report such movement to the appropriate inventory control office, and the new location shall be recorded in the system.

For purposes of this policy, a capital asset is one that meets the federal useful life and cost criteria specified in the Office of Management and Budget Circular A-21, as may be amended or superceded, or future federal circulars or regulations as amended.

The President or President's designee may impose inventory controls above and beyond those required in OMB Circular A-21, or future federal circulars or regulations as may be amended or superceded, on selected asset classes.

#### 4.10.11—ACQUISITION OF SURPLUS PROPERTY

The following University officers are authorized to sign instruments and enter into negotiations as necessary in the acquisition of surplus property from federal agencies, state agencies, county governments, municipalities, school districts, other institutions of higher education, and similar bodies:

- President
- Vice President for Business Affairs

#### 4.10.12—DEMONSTRABLE EMERGENCY

The President shall have authority to approve a financial decision up to ~~\$325,000~~500,000 in the case of a demonstrable emergency.

#### 4.10.13—~~PROVISION OF SELLING~~ GOODS AND SERVICES

In accordance with its mission, the University may contract to provides services for compensation. ~~Signature may be provided only after all~~ Before signing, the University Officer responsible for signing such contractual documents shall ensure that all appropriate and required reviews and approvals of the arrangement and the contractual document have been completed. Only an individual to whom the President has delegated the appropriate authority (to sign contractual documents in the nature of the document in question) may sign the contractual

document. Each such contractual document involving annual revenues of \$500,000 or more shall be reported to the Board of Regents at the meeting.

## 4.11—USE OF STUDENT ACTIVITIES FEES

~~Student Activities exist to furnish services to students and to enrich their university experience.~~ Student Aactivity fees and other funds generated by student activities may be utilized for any lawful purpose to enhance the quality of University life for the students, including, but not limited to, student scholarships or other student awards, operating costs for student activities, travel, entertainment, athletics, guest speakers, and student organizations.

### 4.11.1 Student Group Travel

The University~~ies~~ utilizes~~s~~ student activity revenues in funding student-related trips. The University~~ies~~ ~~is~~~~are~~ authorized to advance these funds to a faculty sponsor or sponsoring coaches. The funds must be used only for the students' travel, transportation, and/or other trip-related expenses in the exact amount of the actual and reasonable expenditures that were incurred. Separately itemized receipts and/or supporting documentation must be submitted by the sponsor for each of the trip's expenditures. The unused portion of the funds advanced for a trip must be returned to the University~~institution~~ upon the trip's completion. A report of expenses incurred during the trip must be prepared by the sponsor within a reasonable time after the completion of the trip. ~~The A University's n-institution's~~ business office should develop the necessary forms and accountability and control procedures for processing the requests for advanced trip funds and the reports of trip expenses, which are prepared upon completion of the trips.

## 4.12—CRITERIA FOR TRANSFERRING EQUIPMENT AND/OR FUNDS

The criteria for determination of transferability of equipment and/or funds to another institution at the request of faculty members terminating their faculty appointment here and transferring activities to another institution are as follows:

- 1) At no time will title to assets vested in the university~~ies~~ be transferred directly to the terminating faculty member.
- 2) Transfer of equipment may be considered when:
  - It is or was the specific intent of the donor or granting agency that the equipment is or was to support the work of the terminating faculty member rather than a program of the University and that the equipment ownership should be transferred to the institution to which the faculty is moving.
  - The equipment was purchased from funds supporting an ongoing program which the donor or granting agency will continue at the new employing institution.
- 3) Funds may be considered for transfer to the departing faculty member's new institution only when it was the specific intent of the donor or granting agency that the funds were/are for the purpose of supporting the activity of the departing faculty member (rather than a program of the University) which specifically is being transferred by intent to the new institution employing the departing faculty member.
- 4) Transfers of ~~funds of~~ equipment and/or funds will be pre-authorized by the appropriate contracting official and approved by the appropriate dean/department chair and the Vice President for Business Affairs.
- 5) Funds shall not be transferred to another institution when residual funds remain following completion of the program or project for which the funds were provided.

### ~~4.13 PROPERTY DEVELOPMENT~~

~~The Regents are charged by the constitution and statutes of Oklahoma with not only the authority but the responsibility to govern and develop Cameron University and Rogers State University. This responsibility requires that the Regents utilize every implement and tool available to improve the resources available to the University and, hence, the quality of the University. The Regents regard the non-profit corporation and the public trust as just such tools. Both the non-profit corporation and the public trust have been made possible by legislative action. The Regents believe that they would be delinquent in their duties to the people of this State if they failed to utilize these tools as the law allows.~~

~~One of their goals is the creation of an endowment for the University. Gifts of private monies, goods, and lands to colleges and universities and the subsequent wise management of them are absolutely essential if Oklahoma is to have truly fine colleges and truly great universities.~~

~~Many unselfish and public spirited people have given or left all or part of their property to the University. The Regents believe it is their duty to encourage and accept such gifts and, having received them, to use and invest them wisely. It is their firm resolve that these gifts to the University should always be used, not in place of the public dollar, but in addition to the public dollar.~~

~~Not all properties acquired by the University are readily invested. Some public spirited Oklahomans have given a portion or all of their real property to the University. In such cases, the Regents carefully study the property to determine how it can best be used. The possibilities are many and varied; it is the duty of the Regents to find the one most profitable to the institution. It is NOT the policy of the Regents to develop properties themselves nor to operate or manage any commercial, industrial, or agricultural business unless it is directly related to the educational function of the University, such as radio stations, television stations, or related functions which directly assist in supporting the educational institution, as do the cafeterias, dormitories, bookstores, and campus physical plants.~~

~~The purpose of the university is education, research and public service; and it is the purpose of the Regents to utilize every resource available to fulfill that purpose. They regard trusts and non-profit corporations as a valuable tool in this effort, but it is not their function to invade the world of private industry by developing properties unrelated to their institutional purpose.~~



## 4.1~~3~~4—ACQUISITION AND DISPOSITION OF REAL PROPERTY

The Board of Regents will approve the acquisition or disposition of all real property as required to satisfy the mission of the University. The University administration will use the following guidelines in determining acquisition/disposition actions to be proposed to the Board of Regents.

### 4.1~~3~~4.1—ACQUISITION OF PROPERTY

- 1) ~~The university will A~~acquire property when it is needed for the future expansion of the University.
- 2) ~~The university will A~~acquire property needed to protect or secure the perimeter of the campus or other University facilities or land holdings.
- 3) ~~Select p~~Property ~~selected~~ for acquisition ~~that is~~should be located in primary expansion zones where the area is contiguous to the campus or in outlying areas when needed for specific purposes.
- 4) ~~The university will P~~urchase property in primary areas as it becomes available from willing sellers or in special cases when it is needed immediately to develop a new facility.
- 5) ~~The university will H~~ave independent appraisals made before purchasing land and buildings.
- 6) Accept gGifts of real estate away from campus ~~will be accepted~~ when they are needed for University programs or if the property will be of financial benefit.

If acquired property is not required for immediate development, it will be maintained at a standard level of repair and appearance.

### 4.1~~3~~4.2—DISPOSITION OF PROPERTY

The Board of Regents ~~University~~ will generally dispose of property:

- 1) That is not required for University expansion or to protect other University lands and facilities;
- 2) That is not economical to operate and maintain and does not provide other benefits;

- 3) That is not in a primary expansion zone contiguous to the campus or other ~~U~~university land holdings and is not required for future development;
- 4) That is received from donors but not needed for ~~U~~university purposes; disposition will comply with all ~~lawful~~the terms and conditions of the gift;
- 5) That can be converted to more liquid assets for other immediate needs or long-term requirements.

~~It shall be the policy of the Board of Regents to purchase and dispose of property as required to satisfy the mission of the University.~~

## ~~4.15 UNIVERSITY HOUSING~~

~~The Regents approved in principle a new lease agreement for housing, which provides for civil action in the event of violation of the covenants of the lease. It may be enforced in a court of competent jurisdiction upon recommendation of the President of the University or his/her designees, and they are authorized to modify the lease as time and events require.~~

## 4.1~~46~~—SELECTION OF ARCHITECTS, ENGINEERS AND LAND SURVEYORS

An objective of the ~~U~~universities is to develop the best possible campus environment, within the limits of available resources, to enhance implementation of its mission programs of teaching, research and creative/scholarly activity, and professional and University service and public outreach, and service to the State of Oklahoma. To this end, the Board of Regents hereby establishes this procedure to be followed in the selection of professional consultants, which shall supersede all previous policies in this area. The policy procedure covers three areas of concern:

- Soliciting names and screening qualifications of interested firms.
- Interviewing, ~~and~~ screening, and selecting three to five firms identified during the solicitation process ~~with a report to the Board of Regents for its actions.~~
- ~~Providing for the~~ selecting of architects, engineers and other consultants in an emergency.

### 4.1~~46~~.1—SELECTION PROCESS

When the President ~~of the university~~ decides that the University requires the services of a licensed architectural, registered engineering, or registered land surveying firm, the provisions of this policy will be followed. The basic sequence of actions will be as follows:

- 1) The President shall request approval from the Board of Regents to initiate a selection process.
- 2) The President or his or her designee will forward a letter to the State Department of Central Services requesting the names of all firms who have established a consultant file with the State of Oklahoma. The letter will contain information which shall define the scope of the proposed project and identify or describe the various project components, phases, and timetables and sources of funds.
- ~~2)3)~~ Upon receipt of the list of appropriate firms, the ~~U~~university will send letters of notification to all firms on the list. The letters will solicit a timely expression of interest in performing consultant services for the project and shall contain the following information: (a) description and scope of the project; (b) estimated construction cost; (c) time schedule for the project; (d) funds available, including, ~~f~~Federal, ~~s~~State or other sources; (e) specification of the last date for submitting a notice of interest in performing the proposed services to the ~~U~~university; and (f) other pertinent data.

~~3)4)~~The ~~U~~niversity will advise the State Department of Central Services of the firms, which responded ~~ed~~ within 20 days (or longer if allowed by the University) of the postmark date of the letter of notification, and request the ~~State Department of Central Services~~ ~~m~~ to forward copies of the information that each consultant has on file ~~there~~.

~~4)5)~~An interview committee will be established by the President ~~on each campus~~ to interview the responding firms. This committee will normally consist of the following persons:

- a) Representative of the Provost/~~Vice President for Academic Affairs~~-(if the project is for an academic use);
- b) Representative of Physical Plant;
- c) Other appointees as directed by the President.

Normally, the chair of the committee will be designated by the President, who may also augment the committee to permit comprehensive representation.

~~5)6)~~The interview committee shall review the consultant files forwarded and select a minimum of three ~~(3)~~ and a maximum of five ~~(5)~~ firms for more detailed consideration and interview. Where possible, the maximum should be selected. In making these selections, the committee shall consider, among other things: (a) factors of the Consultant Interview Evaluation form; (b) specialized experience in type of work proposed; (c) capacity of consultant to perform the services on time; (d) past performance by the consultant; and (e) consultant's principal place of business.

~~6)7)~~The interview committee will conduct interviews of the firms selected for more detailed consideration and develop a numerical rating of the qualifications of each firm. If out-of-state firms are under consideration, all in-State firms will be given a five percent preference by multiplying their final numerical rating by a factor of 1.05. For the purpose of determining whether a firm or a team consisting of both in-state and out-of-state firms can be qualified as an in-state firm, the following criteria are to be used: (a) the firm with which the contract will be executed must have a principal place of business and a substantial continuing presence in Oklahoma, and (b) a majority of the work effort on the project must be accomplished by the in-state firm(s). A report of the results will be forwarded to the ~~University~~ President for action by the Board of Regents to rank and select consultants.

~~7)8)~~Following action by the Board of Regents, a full report of the selection process will be forwarded by the Chairman of the Board of Regents to the Office of the Governor for review.

~~8)9)~~Normally, following review by the Governor, the ~~university~~ President or his designee will negotiate a contract with the first choice consultant. However,

if the ~~U~~university cannot reach agreement with the first choice consultant, negotiations shall be terminated and the University shall negotiate, in a similar pattern, with the remaining consultants in descending rank order until an agreement is reached. The President or his authorized designee may is authorized to execute the consultant contract.

#### 4.14~~6~~.2—EMERGENCIES

Where a sudden unexpected happening or unforeseen occurrence arises whereby it is impossible for the University to observe this policy because of the time factor and ~~if~~ public health or safety is endangered or where a condition or situation arises which, if allowed to continue, would lead to economic loss to the State or further damage to State property, the President may declare an emergency, giving reasons therefore, and, upon notifying the Board of Regents and the Director of the State Department of Central Services, enter into a consultant contract up to \$25,000.00.

## 4.1~~57~~—PROJECT RELATED UTILITY EASEMENTS

The President ~~of the university~~ or his ~~or~~ her designee is authorized to approve required utility easements for construction projects in those instances when the Board of Regents has authorized the entire project. It is the understanding of the Board of Regents that in order to facilitate the approval of these routine project-related utility easements, the following procedure will be followed:

- Each easement will be reviewed by ~~the~~ University Legal Counsel and other appropriate members of the University staff.
- The President or his or her authorized designee ~~may~~will approve the easement on behalf of the Board of Regents.

Record copies of the easements will be on file in the office of the ~~Executive Secretary of the Board of Regents~~ Vice President for Governance and in the ~~Office~~ of Legal Counsel.

## 4.1 ~~68~~—FINANCIAL EMERGENCY POLICY

While it is assumed that the administration of the ~~U~~university has a continuing responsibility for maintaining a sound budget and that, through responsible financial management and appropriate retrenchment policies, all approaches for averting a financial crisis will be utilized, it is possible that a financial emergency might become inevitable. The following statement outlines the administrative policies and the procedures for such an eventuality.

The Board of Regents has ultimate responsibility for the financial integrity of the University. Decisions resulting from these policies and procedures are subject to the approval of the Board of Regents, ~~which~~ ~~who~~ may take into consideration such factors, as ~~it~~ ~~they~~ deems appropriate.

### 4.1 ~~68~~.1—DEFINITION

A state of financial emergency will be declared whenever the Educational and General Part I budget allocation to the agency necessitates reductions in faculty or staff or reductions in operational budgets that would seriously erode program quality.

The President will decide and declare when the ~~U~~university is in a state of financial emergency. Based upon input received, the President will submit a plan of action to the Board of Regents for approval.



## 4.179—INITIATIVES TO IMPROVE EFFECTIVE USE OF FUNDS POLICY

The ~~University~~ ~~governed by the Board of Regents of The University of Oklahoma~~ places a high priority on reducing administrative costs and directing money into teaching, libraries and other academic programs. The ~~University~~ has ~~ve~~ realized significant success in these areas but are committed to continual progress. In some cases, the ~~University~~ can provide services at lower costs by adopting a single program for ~~all~~ the ~~University~~.

When a proposal for a contract, policy, or action that ~~possibly~~ might apply to multiple campuses is brought to the Board of Regents, the item will include a report of an analysis of the applicability to all campuses. When the analysis indicates benefits for including two or more campuses, the action will include a plan for extending the action to multiple campuses in a thoughtful and timely manner. ~~The Presidents of Cameron University and Rogers State University will review any recommended plan pertaining to their respective university for possible consideration.~~

~~The President of The University of Oklahoma will conduct on-going studies of consolidating organizations and functions across campus and will, after receiving input from the Presidents at Cameron University and Rogers State University, implement those ideas that promise benefits. The President will report to the Board at least once a year on progress.~~

**4. ~~1820~~—OTHER UNIVERSITY  
POLICIES AND PROCEDURES~~GUIDE~~  
~~TO SERVICES~~**

In addition to the policies approved by the Board of Regents as expressed in the *Regents' Policy Manual*, the President and/or his or /her designee and the Vice President for Business Affairs and/or his or /her designee are authorized to develop, disseminate, and implement operationalize other prudent financial and management procedures and policies that, in their judgment, facilitate the effective administration of the University.

The Board of Regents is vested with the governance of the University. Within its authority is the governance of the campus communities, including without limitation, preserving a peaceful environment. Specific provisions pertaining to the governance of the campus communities and related matters may be set forth in the Faculty and Staff Handbooks, student handbooks, and/or other official policy documents of the University. Any modification to a Board of Regents policy in the policy documents referred to above or elsewhere must be made through action of the Board of Regents.

## 5.1—FRATERNITIES AND SORORITIES

### 5.1.1—MEMBERSHIP RECRUITMENT

**Panhellenic Association** - Formal membership recruitment for the organizations of the Panhellenic Association shall take place during the fall and/or spring semesters at the discretion of the Panhellenic Association. The Panhellenic Association shall follow the recruitment guidelines and “Unanimous Agreements” of the National Panhellenic Conference (NPC). Chapter size shall be based on the “Quota-Total” system recommended by NPC, and used in combination with the “Preferential Bidding System” and “Continuous Open Bidding.”

**Interfraternity Council** - Formal membership recruitment for the organizations of the Interfraternity Council shall take place during the fall and/or spring semesters at the discretion of the Interfraternity Council. Open membership recruitment may take place throughout the fall and spring semesters.

## 5.2—PRESERVATION OF PEACEFUL ENVIRONMENT

The President ~~of the University~~ and other appropriate University officials are authorized to take whatever actions are reasonably necessary to preserve a peaceful and orderly environment on the campus and to protect the safety and welfare of members of the University community.

Campus police are hereby authorized to remove from campus persons who interfere with or enter the campus to interfere with the conduct of campus activities; provided, this authority does not apply to University employees or students, all of whom are covered under other University policies. Persons so removed may appeal in accordance with the Notice to Vacate.

### ORDERS TO LEAVE INSTITUTIONS OF LEARNING AND GROUNDS

#### (NOTICE TO VACATE)

This is an official notice for you to vacate the property and grounds of the University. This includes all property buildings, grounds, and residence halls at all Campuses. Failure to obey may lead to your arrest. In addition, if you return to any University properties without permission you may be arrested.

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**Defendant/s:** \_\_\_\_\_ **DOB:** \_\_\_\_\_ **Soc. Sec:** \_\_\_\_\_

As per state statute, (Title 21 Section 1376)

- A. The chief administrative officer or anyone designated by him to maintain order at an institution of learning shall have the authority and power to direct any person to leave the institution of learning who is not a student, officer or employee thereof, and who:
  - 1. Interferes with the peaceful conduct of activities at an institution of learning; or
  - 2. Commits an act which interferes with the peaceful conduct of activities at an institution of learning; or
  - 3. Enters the institution of learning for the purpose of committing an act, which may interfere with the peaceful conduct of activities at an institution of learning.
- B. Any person to whom this section applies, who fails to leave the institution of learning as directed or returns within thirty (30) days thereafter, without first obtaining written permission from the chief administrative officer, shall be guilty of a misdemeanor.
- C. "Interferes with the peaceful conduct" includes actions that directly interfere with classes, study, student or faculty safety, housing or parking areas, or extracurricular activities; threatening or stalking any person; damaging or causing waste to any property belonging to another person or the institution of learning; or direct interference with administration, maintenance or security of property belonging to the institution of learning.
- D. The governing board of each institution of learning shall establish a grievance or appeals procedure and an opportunity for hearing for persons who have been required to leave the institution pursuant to this section. Any person removed from the institution pursuant to this section shall be given written notice of the procedure for requesting a hearing and filing a grievance or appeal.

Claremore General Regulations: Chapter 131:10 Trespass. Trespassing is hereby declared to be an offense and shall be defined as follows: (D) remaining upon the premises of another, whether public or private, and refusing to leave the premises forthwith after demand by the owner or occupant.

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**Defendant/s Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Chief Administrator or designee: Officer:** \_\_\_\_\_

Additional comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*You may appeal this Directive to leave University Properties by submitting a written request for a hearing to the Director of Campus Police within ten (10) days of today's date. Upon receiving a request, the Director shall schedule a hearing.*

Trespassing form  
1-76000-03

## **5.3—CAMERON UNIVERSITY AND ROGERS STATE UNIVERSITY STUDENT GOVERNMENT ASSOCIATION CONSTITUTION**

The Constitutions of the ~~Cameron~~ University Student Government Association ~~and the Rogers State University Student Government Association~~ are printed in full and is available in the Office of the Vice President for Student Services at Cameron University and in the Office of the Dean of Student Affairs at Rogers State University.

The Board of Regents is vested with the governance of the University. Within its authority is the governance of the administration and management of University Athletics, including without limitation, establishment of an advisory committee, administration of the Athletics Department, post-season participation, and student-athlete regulations. Specific provisions pertaining to the administration and management of University Athletics and related matters may be set forth in the Faculty and Staff Handbooks, student handbooks, and/or other official policy documents of the University. Any modification to a Board of Regents policy in the policy documents referred to above or elsewhere must be made through action of the Board of Regents.

## **6.16—ATHLETICS**

All policies contained in ~~Section~~Chapter 6 apply only to Cameron University.

## ~~6.1~~6.1—INTERCOLLEGIATE ATHLETICS COMMITTEE

The Intercollegiate Athletics Committee serves in an advisory capacity to the Director of Athletics and the President. On request, the Committee reviews, interprets, and recommends policies and regulations regarding the conduct of the intercollegiate athletics program.

### Membership:

Faculty – One elected by and from the Faculty Senate; two elected at large by the faculty.

Students – Two recommended by the Student Government Association President and approved by the Vice President for Student Affairs/~~Dean of Student Affairs~~.

Administrators – Faculty Athletics Representative; Director of Athletics (ex-officio, non-voting)



### 6.1.1—BUSINESS MATTERS

Annual budgets of the ~~Department of~~ Athletics Department shall be prepared with active participation of the Vice President for Business and Finance. This process shall include an annual review of major capital improvement needs as recommended by the Athletics Department, and recommendations shall be made to the President assigning priorities to such needs and, as appropriate, assigning resources. There shall be made available to the Athletics Committee full information on annual income and expenses of the ~~Department of~~ Athletics Department.

The Vice President for Development shall review the ~~marketing and~~ fund-raising policies of the Athletics Department for adequacy and to ensure that all such activities are consistent with University policy. Any fund-raising activities must be approved by the President.

The Vice President for Business and Finance annually will review Athletics Department financial operations. Findings, suggestions and recommendations as appropriate will be made to the President and the ~~Athletics~~ Director of Athletics.

### 6.1.2—PERSONNEL MATTERS

The ~~Athletic~~ Director of Athletics shall advise on personnel policy relating to key administrators and head coaches, including policies for salaries, bonuses, terminations, hirings, and definition of duties. One or more members of the Athletics Committee will be included on any search or screening committee for a head coach.

### 6.1.3—NCAA AND LONE STAR CONFERENCE

The Faculty Athletics Representative ~~from the Faculty Senate~~ and ~~Athletic~~ Director of Athletics shall review proposed and actual NCAA and Conference legislation and decisions that may affect athletic matters at Cameron University. The President shall be informed by the Faculty Athletics Representative of any pending legislation or decision that may affect athletics at Cameron University. For items of concern, the Faculty Athletics Representative ~~from the Faculty Senate~~ and ~~Athletic~~ Director of Athletics will advise the President of their position.

### 6.1.4—ATHLETIC COMPETITION

The Faculty Athletics Representative ~~from the Faculty Senate~~ annually shall review intercollegiate sports competition and make suggestions or recommendations as appropriate on facilities, scheduling, recruiting, rule changes, or other matters.

### 6.1.5—STUDENT SERVICES

The Faculty Athletics Representative ~~from the Faculty Senate~~ and ~~Athletic~~ Director of Athletics annually will review how the athletics program fits as part of the overall student activities program of the ~~university~~ University and make suggestions and recommendations on how to better serve the needs and interests of the student body, the faculty, staff, alumni, and community.

## 6.2—ATHLETIC DEPARTMENT

All financial activities of the Athletic Department, including ticket sales, accounting, budget preparations, purchasing, and payroll shall be under the management of the Athletic Director. In addition, all financial areas of the business office and ticket office shall follow University policies and procedures.

The Athletic Director shall be responsible to the President of the University for all phases of intercollegiate athletics, including business management.

### 6.2.1—CONCESSIONS

The Athletic Director shall be responsible for operation of concessions and merchandise sales at all athletic events and surrounding areas. The Athletic Department in consultation with the Vice President for Business and Finance may contract for such services.

### 6.2.2—USE OF ATHLETIC FACILITIES

The Athletic Director may establish fees for use of University Athletic Department facilities. The President and Athletic Director are authorized to establish modest annual fees for use of athletic facilities by University employees.

### 6.2.3—TERMS OF APPOINTMENTS OF ASSISTANT COACHES

Any terms of appointments of an assistant coach shall automatically terminate upon the termination of the appointment of the head coach as the head coach of the sport.

### 6.2.4—SOLICITATIONS IN ATHLETIC VENUES

No solicitations of cash donations are permitted in athletic event venues.

### 6.2.5—ATHLETIC SCHEDULES

The Director of Athletics shall have authority to approve schedules for all athletic events.

## 6.2.6—POST-SEASON ATHLETIC CONTESTS

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**GUIDELINES FOR POST-SEASON PARTICIPATION**

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**PURPOSE**

The primary reason for participation in post-season competition shall be as a reward for the student/athlete and Athletics Department personnel at the conclusion of a successful regular season. Post-season participation is a means to further recognize and promote, through national exposure, Cameron University and its athletics program. Post-season participation should involve as many alumni, fans, friends, and supporters as possible. The planning, execution, and follow-up of post-season activities shall be accomplished in a manner consistent with State law, Regents' policy, conference and NCAA rules, and prudent management.

## 6.3—ATHLETIC POLICIES

### 6.3.1—PURPOSE OF INTERCOLLEGIATE ATHLETICS

Since it is a major purpose of the University to provide the opportunity for all students to develop to the fullest possible degree all desirable abilities and skills, it shall be the purpose of intercollegiate athletics to provide the opportunity for each student to attain proficiency in athletics endeavors. The program shall be conducted in the realization that athletics is not an end in itself, but merely one of the contributing factors in the total education of the student.

The responsibility for the program of intercollegiate athletics shall rest upon the ~~chief executive~~ President of the University with the same faculty participation in the formulation of athletic policies that exists in the formulation of policies in other fields.

The amateur status of intercollegiate sports shall be carefully maintained. To this end, every athlete should be required, as a condition of eligibility, to proceed normally in academic work toward the attainment of a University degree. A policy of providing financial aid to students, who participate in athletics, when carefully regulated and limited in extent, is approved.

The University shall promote and insist upon sportsmanlike conduct on the part of those who participate in its sports, as well as those of the student body who support its teams. ~~(Any Athletics Department staff member who knowingly commits a major violation of an NCAA or C~~onference rules or who conceals or attempts to cover up the violation of an NCAA or ~~C~~onference rule will be ~~terminated, fired immediately and all contract rights terminated).~~ Athletics Department sStaff members found in violation of any NCAA or Conference rules shall be subject to disciplinary or corrective action set forth in NCAA and Conference enforcement procedures. This provision shall be included in all Athletics Department letters of employment.

Any student athlete who is knowingly involved in a major NCAA or Conference rule violation will be subject to disciplinary, eligibility, or corrective action, as set forth in the provisions of the NCAA and Conference enforcement procedures.

The President will meet yearly with the Athletics Department staff ~~to and~~ emphasize the importance of compliance with NCAA and Conference ~~rules~~ legislation.

The University shall ~~notify~~ its alumni and other representatives of its athletics interests of the absolute necessity of complying with NCAA and Conference rules. The University's Guide to Rules Compliance is distributed to active representatives of its athletics interests to aid in compliance with NCAA and Conference rules.

### 6.3.2—DIRECTOR OF ATHLETICS

Since the Director of Athletics reports directly to the President, ~~he the Director~~ shall meet with the President's staff on a regular basis, ~~so, if this is done,~~ the Director can become familiar with the overall goals and priorities of the University and work with the rest of the ~~e~~Executive ~~o~~Officers in meeting those goals and priorities.

The Director of Athletics shall be responsible for the conduct of the athletics programs at Cameron University.

The Director of Athletics shall be directly responsible for the implementation of all Athletics Department regulations and policies.

All head coaches shall report directly to the ~~Athletic~~ Director of Athletics. All communications from head coaches within the Athletics Department to the President or to the Board of Regents concerning the operations of the Athletics Department for a particular sport or department shall be made through the Director of Athletics.

### 6.3.3—GENERAL STUDENT-/ATHLETE REGULATIONS

A Student-Athlete Handbook shall sets forth written procedures for the discipline of student-athletes for conduct both on and off the athletic field. The procedures carry the clear intent and expectation of a structured and consistent discipline plan for student-athletes, which will be demanded and enforced by the coaches or the Director of Athletics where appropriate.

Any student-athlete charged with a crime (except traffic offenses or offenses not involving moral turpitude) will not participate on an athletic team while the charges are pending. If there is any question as to whether a student should continue to participate in a sport, that decision shall be made by the President, upon the recommendation of the Director of Athletics. The student-athlete's scholarship will be continued unless it is determined that the student-athlete should be suspended from the University for ~~its~~the immediate health and ~~safety of the University that the student-athlete should be suspended~~ or it is otherwise revoked or non-renewed in accordance with University policy or NCAA rules and regulations. If an immediate suspension is ordered, the student athlete is entitled to a hearing within 15 days to determine if that administrative action was appropriate.

### 6.3.4—ACADEMIC STANDARDS

The academic plan for the Athletics Department is established to ensure the academic standards of the ~~university~~University are maintained by all ~~A~~athletics Department personnel and all student-athletes to ensure the graduation rate for student-athletes shall continue to be equal to or better than the graduation rate for all other students at the University.

An individual academic plan for each student-athlete entering Cameron University shall be developed. Each student-athlete's progress in meeting that plan shall be monitored. Each academic plan should be devised so the student-athlete who enters as a freshman can anticipate graduation within a period of five years. Plans for transfer student-athletes should be devised so a student-athlete should graduate within an appropriate period of time after enrollment.

The grade performance of all student-athletes shall be monitored. A reporting system for class attendance shall be maintained. A report of the academic progress of all student-athletes, including graduation rates, shall be prepared each semester and delivered to the ~~Athletic~~Director of Athletics and the Faculty Athletics Representative ~~from the Faculty Senate~~.

In advance of the signing of any letter of intent or the awarding of any scholarship in ~~any~~ sports, the Faculty Athletics Representative ~~from the Faculty Senate~~ shall make a determination that the prospective student-athlete can meet the academic standards of the University. High school officials and counselors shall be consulted regarding the prospective student-athlete's potential for personal and academic success.

### 6.3.5—COMPLIANCE

Written policies shall assign specific responsibilities in areas of rules compliance. The President, through the ~~Athletic~~ Director of Athletics, has direct responsibility for rules compliance and the overall responsibility for the athletics program.

An instructional program for all coaches and other Athletics Department personnel shall be established and maintained so they are aware of ~~is ongoing and provides~~ NCAA and ~~C~~onference rules ~~education~~.

An instructional program for all student-athletes and prospective student-athletes shall be established and maintained so they are aware of their responsibility to comply ~~is ongoing and provides~~ with NCAA and ~~C~~onference rules ~~education~~.

An instructional program for all alumni and other supporters who participate with the Athletic Department in the recruiting of student-athletes ~~has been~~ shall be established and maintained and ~~is ongoing~~. Such alumni and other supporters ~~They~~ shall be provided a copy of the ~~C~~onference and NCAA rules, where appropriate, or with the ~~C~~ompliance ~~H~~andbook.

Critical areas of ~~University~~ institutional compliance include the regular participation of persons outside ~~the of~~ Athletics Department including, without limitation, ~~the~~ Director of Financial Aid, ~~the~~ Director of Admissions, the Registrar, ~~the~~ Faculty Athletics Representative ~~from the Faculty Senate~~, University ~~Legal~~ ~~General~~ Counsel and others as appropriate.

The rules compliance program is the subject of annual evaluation by the Athletics Committee.

### 6.3.6—COACHES AND ATHLETICS DEPARTMENT PERSONNEL

The annual evaluation of each coach to determine merit salary increases shall include not only the successes of the athletics team he or she coaches, but the academic performance of the student-athletes participating in the sport coached. The same rule shall apply to the Director of Athletics.

### 6.3.7—PRESIDENTIAL AUTHORITY TO MODIFY CERTAIN ATHLETIC POLICIES

The ~~Board of Regents authorized the~~ President may of the university to approve changes in athletics policies and ~~to~~ report any such changes to the Board of Regents.

The Board of Regents is vested with the governance of the University. Within its authority is the governance of fundraising and development, including without limitation, gifts, naming opportunities, endowments, and fundraising. Specific provisions pertaining to fundraising, development, and related matters may be set forth in the Faculty and Staff Handbooks, student handbooks, and/or other official policy documents of the University. Any modification to a Board of Regents policy in the policy documents referred to above or elsewhere must be made through action of the Board of Regents.

## 7.1—GIFTS RECOGNITION PROGRAM

Annual gifts by alumni and friends of ~~the Cameron University and Rogers State~~ University provide important enrichment funds to all programs of the ~~U~~universityies and assist in strengthening ties and communication between donors and the ~~U~~universityies. To acknowledge and show appreciation for this important source of continuing support, the ~~U~~universityies will recognize donors through events, activities and publications. All requests for anonymity will be honored.

### 7.1.1—GIFT RESTRICTIONS

Gifts may be unrestricted or restricted to the ~~U~~university, school, department, or program of the donor's choice.

### 7.1.2—~~ANNUAL~~ FUND YEAR

Credit toward gift recognition levels is awarded for gifts made during the ~~a~~Annual ~~f~~Fund year. The ~~a~~Annual ~~f~~Fund year begins July 1 and ends June 30.

### 7.1.3—DONOR GIFT CREDIT

If requested, donor and spouse may be jointly listed with one gift. If a joint or preferred listing has not been indicated on the gift remittance form, only the individual receipted for the gift (check signer) will receive gift credit. If special public recognition is planned, through a publication, signage, or event, University Development will contact the donor to determine the donor's intention for gift reconition.

Individuals may be credited within the recognition levels listed previously. Individual gifts paid with company or business checks will be credited to the individual(s) who received the original solicitation or the individual assigned to receive donor credit on the gift remittance form if requested.

## 7.1.4—GIFT CREDIT

Donors will receive credit for cumulative gifts made during the annual fund year. Individuals also will receive credit for the total value of gifts matched through corporate matching gift programs. Spouses making separate gifts will receive separate recognition unless they request to be jointly listed.

Pledges are not credited toward a specific gift recognition level until the paid portion or entire paid balance exceeds the minimum gift level requirement. If the Annual Fund year concludes before a pledge is fulfilled, credit will be given for the amount of the paid portion.



## 7.2—GIFTS TO THE UNIVERSITY

~~Cameron University and Rogers State~~ The University actively encourages and appreciates gifts to the University that benefit students and the mission of the University. The purpose and conditions for gifts are expected to conform to the Board of Regents' policy, Oklahoma State Regents' for Higher Education policy, and all applicable laws.

The President of the University will announce major gifts (over \$100,000) at meetings of the Board of Regents. Special action by the Board of Regents is required when gifts involve the naming of buildings and major facilities and the naming of -University sSchools and major programs.

The Cameron University Foundation, Inc., and Rogers State University Foundation, Inc., are independent organizations with their own governing boards and their own policies on accepting gifts. In certain situations that require action by the University – for example establishing and filling a chair – the Foundation asks the University to join with it in accepting a gift and the acceptance of such gifts is covered by this policy.

The Board of Regents will look favorably on gifts to the University unless there are clear and compelling reasons to decline. Possible reasons to decline a gift include (a) the funds were obtained from questionable sources or (b) the purpose for or conditions on the gift are illegal or not in accord with the mission and goals of the University or the policies of the Board of Regents. The Board of Regents reserve the right to decline gifts if in theirs -sole judgment not accepting the gift is in the best interest of the University ~~and the State of Oklahoma.~~

## 7.3—NAMES OF BUILDINGS AND OTHER GIFTS SELECTED BY DONORS

The following policies and guidelines for endowed funds facilitate the processing of major gifts, which are to be used primarily for endowment purposes:

- 1) Donors, the University, and if applicable, ~~or~~ the Foundation, must agree on terms before a gift is accepted, either as an endowment or an expendable account.
- 2) The Development Office should be notified immediately when a prospective donor inquires into establishing an endowment. The Development Office or designated development officer will work with the academic dean, department chair/head, and a representative of the Foundation, if applicable, in establishing the endowed fund and developing the terms of the agreement.
- 3) Each endowment will have specific guidelines that detail the purpose(s) of the endowment and provide a method for obtaining approval of changes in the endowment guidelines and procedures.
- 4) The University, ~~or~~ the Foundation may will seek changes through probate to any bequeathed endowment that has guidelines that are in violation of University policy and/or statutory regulations law.
- 5) Investment of endowment funds will be administered by the officially designated governing boards. Investment of endowment funds in the Cameron University Foundation, Inc. and ~~or~~ the Rogers State University R.S.U. Foundation, Inc., will be administered by the respective Trustees of the Foundation in compliance with the Foundation's investment policy.

A donor may express his/her preference for investment of assets, but final determination will be made by the appropriate governing board.

- 6) The principal may be deposited as the initial gift or accumulated over a period of time, determined at the time the gift is accepted.
- 7) Unless otherwise stipulated by the terms of the gift, earnings on the endowment fund shall be made available for expenditure in accordance with the spending policies of the appropriate board. Endowments in the Cameron University Foundation, Inc., and the Rogers State University R.S.U. Foundation, Inc., will be administered according to the guidelines adopted by the Trustees of the Foundations. It is the intent of the spending policies to maintain the purchasing power of endowment income and to protect the real value of the endowment for future generations.

### 7.3.1—ACADEMIC PROGRAMS

To name a school or department will require a significant endowment that will generate resources to strengthen and build excellence in academic and research programs. All naming requests require approval by the President and the Board of Regents.

### 7.3.2—BUILDINGS

Buildings included in the University's list of priority needs may be named in recognition of a major gift for construction. Generally a building may be named for one-half of the private funds required for the project or for one-half of the estimated cost of construction, unless otherwise stipulated as part of a University-approved fund-raising campaign with naming guidelines. New buildings to be constructed with a combination of private, State, and federal monies may suggest different naming requirements that will be established with approval by the President and Board of Regents.

Other new buildings may be named by a donor for the cost of construction.

Existing unnamed buildings on campus (i.e., buildings not named for an individual) may be named for a significant endowment that will generate sufficient resources to strengthen and enrich programs housed in the facility or that will provide for continued maintenance and operations of the building.

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### SPECIAL FACILITIES WITHIN BUILDINGS

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Laboratories, auditoriums, classrooms, and other special rooms or facilities within existing or future buildings may be named for one-half of the estimated value of the facility or the full cost of renovation.

### 7.3.3—NAMED GARDEN OR LANDMARKS

Existing gardens or landscaped areas of campus may be named with the establishment of an endowment to support annual plantings and upkeep.

Creation of new gardens or campus landmarks may be named for the donor for the cost of construction and an arrangement for annual upkeep.

### 7.3.4—ENDOWED FACULTY POSITIONS

The establishment of endowed faculty positions is encouraged for the opportunities they provide to enrich and strengthen the teaching and research programs of the Universities in perpetuity.

An endowed chair or professorship enables the ~~U~~university~~ies~~ to strengthen its academic programs by recruiting, recognizing, ~~and/or~~ retaining nationally renowned educators, scholars, and researchers and to provide ~~the University~~~~them~~ with enrichment funds that support and strengthen ~~their~~ academic activities. It is proposed, therefore, that each endowed faculty position will be supported in part by a ~~s~~State-funded faculty line.

Earnings from the endowed positions also may be used to support travel, equipment, supplies and staffing needs of the position. When the position is not filled, all or a part of the annual earnings will be returned to the principal. Earnings not returned to the principal may be encumbered to provide monies for recruiting, start-up funding, equipment or supplies for the appointee.

Endowed faculty positions will be effective when the full donor-funding component is received.

**Named Endowed Chair** — Requires a minimum endowment of \$500,000, which can be provided entirely from private sources or through \$250,000 in private funding, matched by \$250,000 from the Oklahoma State Regents' Endowment Program.

**Named Endowed Professorship** — Requires a minimum endowment of \$250,000, which can be provided entirely from private sources or through \$125,000 in private funding matched by \$125,000 from the Oklahoma State Regents' Endowment Program.

**Named Endowed Lectureship** — Recommended endowment of \$50,000, which can be provided entirely from private sources or through \$25,000 in private funding matched by \$25,000 from the Oklahoma State Regents Endowment Program.

### 7.3.5—ENDOWED UNDERGRADUATE SCHOLARSHIPS

**Named Endowed Scholarship Funds** – May be established with a recommended endowment of \$10,000. This generally will support one scholarship on an annual basis. The amount of the scholarship will be limited by the annual earnings.

A constant effort will be made to keep scholarship guidelines flexible to alleviate any possible difficulties that would make it impossible to administer the scholarship in any one year.

Scholarship guidelines cannot exclude students on the basis of race, color, national origin, sex, age, religion, disability, political beliefs, or status as a veteran ~~creed or national origin~~.

In compliance with the Internal Revenue Code, donors will not be permitted to select the recipients of the scholarships; which they sponsor.

All criteria for endowed scholarships should be predetermined and outlined prior to approval and acceptance by the ~~U~~university and the ~~U~~university's Foundation.

Scholarship recipients ~~should~~~~will~~ communicate annually, during the term of the scholarship, with the donors of the endowed scholarships.

## 7.4—NAMES OF CAMPUS FACILITIES

The Board of Regents will formally approve the naming of major campus buildings or additions. The Board of Regents -also reserves the right to approve or deny the naming of any campus facility, other than that which designates the type of work done therein, as a way to ensure that no name is given to a campus facility that does not reflect the ideals of the Universityinstitution; and no facility shall ordinarily be named after individuals who are members of the active faculty or staff of the University.

## 7.5—PRIVATE FUND-RAISING

The Presidents of the ~~University institutions~~ ~~is~~ ~~are~~ responsible to the ~~Board of~~ Regents for all private fund-raising for the ~~institutions~~ ~~University~~. The Presidents may delegate responsibility for the function, but such delegation does not diminish his ~~or~~ ~~her~~ responsibility. This policy applies to all elements of the ~~U~~university and is designed to assist the President in coordinating and directing this very important function in the operation of the ~~U~~university.

## 7.6—ALUMNI/DONOR RECORDS

### 7.6.1—MAINTENANCE OF RECORDS

The University Development Office is committed to maintaining an updated, current listing of alumni and friends. Therefore, any information received by any campus division regarding name, address, family history, degree, etc., of any alumnus should be forwarded to ~~Universitythe-~~ University Development Office. Although alternative or parallel databases may be created in other campus locations, these are to be considered ancillary, and any information regarding alumni records should be transferred to ~~theUniversity~~ University Development Office.

### 7.6.2—REQUESTS FOR INFORMATION

All requests for alumni information from any University division should be directed to the Vice President for Development.

## 7.7—APPROVAL OF ALL FUNDRAISING ACTIVITY

The Vice President for ~~University~~ Development has the authority in all policy matters regarding the raising of private funds at the University~~ies~~. Any fundraising activity, whether on behalf of students, faculty/staff, school~~colleges~~, or programs, must be approved by the President ~~of university~~. Any communication developed for potential donors, whether individuals, corporations, or foundations, must be approved by the Vice President for Development. This includes proposals, letters, brochures, and pledge or gift cards. This policy is designed to protect the University~~ies~~'s friends and alumni from multiple solicitations by school~~colleges~~ and programs. If multiple University division~~entities~~ seek to solicit the same prospective donor, the President of the University may be asked to make the ultimate decision on which entity might move forward with a solicitation.



## 7.8—ORGANIZATION OF UNIVERSITY DEVELOPMENT

The Vice President of Development will have sole authority ~~with the President of the institution~~ to oversee all aspects of development and alumni affairs. The Vice President of Development will oversee management of the alumni association and assume responsibility for annual, major, corporate, and foundation giving. In addition, the Vice President of Development also will regulate fundraising efforts within all divisions ~~schools and programs~~ of the Universityies.

January 26-27, 2004

**Oklahoma State Regents for Higher Education**  
**COOPERATIVE AGREEMENT REQUEST FORM**

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**Cameron University**

**Associate Degree in Applied Science in Criminal Justice (550)**

**Great Plains Technology Center**

**Date of Governing Board Approval**

\_\_\_\_\_

**Signature of President**

\_\_\_\_\_

**Date**

\_\_\_\_\_

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**Memorandum for a Cooperative Agreement**

**Between Cameron University and Great Plains Technology Center**

The parties to this Cooperative Agreement are Cameron University, hereinafter referred to as "Cameron" and Great Plains Technology Center.

Whereas, the parties believe that educational services of the highest quality should be delivered to the citizens of southwest Oklahoma in the most efficient manner possible;

Whereas, the parties desire to enter into a cooperative agreement to provide courses which meet the standards of the Oklahoma State Regents for Higher Education and the Oklahoma Department of Career and Technical Education to serve needs identified by students in southwest Oklahoma;

Whereas, this Cooperative Agreement is in compliance with all of the policies of the Oklahoma State Regents for Higher Education and the Oklahoma Department of Career and Technical Education;

The parties hereto agree to the following terms and conditions:

1. All Great Plains Technology Center faculty who teach courses within the scope of this Cooperative agreement shall be employees of and be governed by the Board of Education of Great Plains Technology Center. Said faculty, for the purposes of this Cooperative Agreement only, shall be adjunct faculty of Cameron and approved by Cameron University and are subject to Cameron policies regarding adjunct faculty. Cameron shall have no liability for payment of salary or benefits to said faculty.
2. ~~Students enrolled in the Cameron courses provided by Great Plains Technology Center must be regularly enrolled and pay normal tuition and fees approved by the Oklahoma State Regents of Higher Education. Such students must meet Cameron's admission standards as prescribed by the Oklahoma State Regents for Higher Education. To earn college credit, the student must demonstrate the accomplishment of course objectives established by Cameron and stated in the course syllabus.~~
2. Students cooperatively or simultaneously enrolled in a career technology class(es) and a Cameron University class(es) approved under this agreement will be assessed a seven dollar (\$7.00) per credit hour administrative, processing, and transcribing fee payable to Cameron University.
3. ~~Cameron shall pay, to Great Plains Technology Center, the course enrollment fee for each student enrolled in Cameron courses taught by Great Plains.~~
3. Cameron shall be responsible for admission and advisement of students. Great Plains shall be responsible for enrollment of students in specified Great Plains Technology Center Classes.
4. Faculty shall maintain student performance records and shall report course grades in accordance with Cameron policies.
5. Cameron shall maintain student transcripts and all student records pertinent to college credit.

6. Students enrolled in the Cameron courses taught by Great Plains Technology Center shall be included in Great Plains Technology Center's workload report to the Oklahoma Department of Career and Technical Education.
7. Course enrollments shall be included in enrollment data submitted by Cameron to the Oklahoma State Regents for Higher Education.
8. Selection and modification of courses to be offered shall be the mutual responsibilities of both parties of this agreement.
9. Persons designated by Mr. Jim Nisbett, Superintendent of Great Plains Technology Center, and Dr. Cindy Ross, President of Cameron, shall have mutual responsibility for course oversight.
10. Operational guidelines shall be jointly developed by staff from the parties as designated by the Great Plains Technology Center Superintendent and Cameron President.
11. Descriptive materials developed to support the cooperative course offerings shall identify both parties as partners in delivering quality education to the citizens of southwest Oklahoma.
12. This Cooperative Agreement shall be subject to review by the Oklahoma Department of Career and Technical Education and the Oklahoma State Regents for Higher Education and shall not become effective until approved by both.
13. This Cooperative Agreement applies to the Courses listed in Sections 2 and 3 attached hereto.
14. This Cooperative Agreement may be modified by written addendum by the governing board of both parties, the Oklahoma Department of Career and Technical Education and the Oklahoma State Regents for Higher Education.
15. This Cooperative Agreement was approved by the Board of Education of Great Plains Technology Center on \_\_\_\_\_, 2003.
16. This Cooperative Agreement was approved by the Board of Regents for Oklahoma University and Cameron University on \_\_\_\_\_, 2003.

\_\_\_\_\_  
President, Cameron

\_\_\_\_\_  
Superintendent, Great Plains Technology  
Center

\_\_\_\_\_  
Chairman, Board of Regents for Oklahoma  
University and Cameron University

\_\_\_\_\_  
President, Board of Education of Great  
Plains Technology Center

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

**Section 1 – Cooperative Agreement Signature Page**

**Cooperative Enrollment Agreement  
Between  
CAMERON UNIVERSITY  
Associate of Applied Science in Criminal Justice (550)  
Lawton, Oklahoma  
And  
Great Plains Technology Center  
Lawton Campus**

Cameron University and Great Plains Technology Center hereby agree to enter into a Cooperative Enrollment Agreement in compliance with said policy adopted by the Oklahoma State Regents for Higher Education in June 2001.

APPROVED:

\_\_\_\_\_  
Dr. Cindy Ross, President  
Cameron University

\_\_\_\_\_  
Mr. Jim Nisbett, Superintendent  
Great Plains Technology Center

\_\_\_\_\_  
Board of Regents  
Cameron University

\_\_\_\_\_  
Lon Parks, President  
Board of Education  
Great Plains Technology Center

\_\_\_\_\_  
Date of Board Approval  
Cameron University

\_\_\_\_\_  
Date of Board Approval  
Great Plains Technology Center

RATIFICATION:

\_\_\_\_\_  
Paul G. Risser, Chancellor  
Oklahoma State Regents for Higher  
Education

\_\_\_\_\_  
Peter Buswell, Director  
Oklahoma Department of Career  
and Technical Education

\_\_\_\_\_  
Date of Chancellor's Approval

\_\_\_\_\_  
Date of Director's Approval

## **Section 2 - Name of Degree Program Toward Which the Credit Will be Awarded**

A Cooperative Agreement between Cameron University and Great Plains Technology Center will allow students to enroll in approved technical courses and receive college credit leading toward an Associate Degree of Applied Science in Criminal Justice (program code 550). Credit for courses taken may be obtained by (a) instituting a co-enrollment process between Cameron University and Great Plains Technology Center.

This statement is consistent with the Cooperative Agreement Policy as set forth by the Oklahoma Regents for Higher Education in June 2001 and the Oklahoma Department of Career and Technical Education. The cooperative agreement, when fully implemented will:

- Adhere to academic educational standards and policies
- Articulate to students the roles and responsibilities of each partnering institution by clearly informing students of which institution delivers courses and that academic credit is awarded only by the college or university
- Facilitate students' uninterrupted articulation to postsecondary institutions;
- Provide opportunities for students enrolled in technology centers to continue their educational careers in higher education
- Insure the efficient use of scarce resources and expand access to educational services

This agreement follows the "Guidelines for Approval of Cooperative Agreements Between Technology Centers and Colleges" as updated in February 2002, and were approved by the Oklahoma State Regents for Higher Education.

## **Section 3 - Titles of Courses for Which Approval is Being Sought**

Great Plains Technology Center requests the approval of a Cooperative Agreement to include the following courses:

1. Security Guard Phase 1 – Basic (28 hours)
2. Security Guard Phase 2 – Security Guard (24 hours)
3. Security Guard Phase 3 – Private Investigator (40 hours)
4. Security Guard Phase 4 – Firearms (32 hours)

These courses are offered through the Adult Career Development department at Great Plains Technology Center and are supported by the Oklahoma Department of Career and Technical Education (ODCTE). All hours listed are clock hours.

By providing educational courses that are approved by the Oklahoma State Regents of Higher Education and supported by the Oklahoma Department of Career and Technical Education, the opportunities provided to area students will be of the highest quality. In addition, institutions will be able to share resources, opportunities for students to pursue higher education will be expanded, and an uninterrupted sequence of learning for adult learning will be provided.

**Section 4 – Amount of Academic Credit To Be Awarded**

Great Plains Technology Center requests six (6) credit hours to be awarded for successful completion of the listed courses. Courses of Study for the listed courses are included as Appendix A. The listed courses correspond to the following courses listed in the *Cameron University Catalog (2001 – 2003)*:

*LE 2003 – Security Concepts*

*LE 2043 – Community Policing*

These courses can closely reflect the content of the listed courses as follows:

*LE 2003 Security Concepts*

*Course Description:*

A study of techniques used in providing security to government, industry, business, and private institutions. The functions of criminal justice personnel in crime prevention management.

(Equivalent to Security Guard Phase 1 and 2).

*Security Guard Phase 1 and 2*

*Course Description:*

*Phase 1 – Basic:*

This phase of security training is required for all forms of security guard licenses. Course instruction covers general private security tasks such as interpreting the Oklahoma Security Guard and Private Investigator Act, developing first aid skills, operating a fire extinguisher and fire fighting equipment, writing field notes, writing reports, and interpreting legal powers and limitations.

*Phase 2 – Security Guard:*

This phase of security Training is specifically related to the tasks of unarmed security guards. Students will receive instruction in public relations, performing fixed post duties, patrolling and investigation of security incidents. Security guard license applicants must successfully complete Phase 1 and Phase 2 before receiving a security guard license.

*CJ 2043 Community Policing*

*Course Description:*

The concept and application of community policing in law enforcement.

*Security Guard Phase 3 and 4*

*Course Description:*

*Security Guard Phase 3 – Private Investigator*



The course will include a discussion of the role of community involvement, interaction with community organizations, complex problem solving and effective techniques for the reduction of opportunities for crime. Lecture 3 hours.

(Equivalent to Security Guard Phase 3 and 4).

Instruction covers responsibilities to clients, interpreting laws of private investigations, complying with the Fair Credit Reporting Act, conducting investigations/surveillance, and locating and communicating information. Private investigator license applicants must successfully complete Phase 1 and Phase 3 before receiving a private investigator license. Private investigators who wish to be licensed as an armed security guard, must successfully complete all phases of private security training unless training is waived through experience, or credit is granted for comparable training.

#### Security Guard Phase IV – Firearms

This course gives instruction and familiarization in the care, handling, and firing of revolvers and shotguns. Instruction will cover safety, revolver nomenclature and maintenance, inspecting revolvers and holsters, fundamentals of revolver shooting, legal issues and deadly force, range procedures and tower commands, revolver qualifications, shotgun nomenclature and maintenance, fundamentals of shotgun shooting and shotgun familiarization. Students will furnish their own weapons. Specifications on weapons requirements will be provided, upon request. Armed security guard license applicants must successfully complete Phase 1, 2, and 4 before receiving an armed security guard license. The California Psychology Inventory (CPI) test results must be on file with Great Plains Technology Center before enrolling in Phase 4. The CPI test is sent to a psychologist in Norman, OK; Allow 2-3 weeks for results.

### **Section 5 – Academic Credentials of Faculty**

All faculty employed to teach courses toward the Associates of Applied Science in Criminal Justice degree program covered by this Cooperative Agreement will meet the qualifications as adjunct faculty of their respective institutions.

1. All instructors at Great Plains Technology Center will be subject matter experts (SME's). Preferred qualifications include over five years' experience in the profession or occupation.
2. All instructors in the Security Guard Course are required to hold current Council on Law Enforcement Education and Training (CLEET) certification. All Security Guard courses are delivered according to the standards set forth by CLEET and instructors must submit documentation of certification prior to instruction.
3. All instructors at Great Plains Technology Center are encouraged to complete the "Effective Teacher Workshop (36 hours). Course of Study for the "Effective Teacher Workshop is attached as Appendix B.
4. Faculty employed by Cameron University to teach technical courses will meet Cameron University qualifications for adjunct faculty.
5. The employing institution bears responsibility for worker's compensation regardless of the site where the work is being performed. Cameron University and Great Plains Technology Center will provide copies of Worker's Compensations certificates to the cooperating institution to meet documentation requirements.

### **Section 6 – Clock hours of Instruction for Each Credit Requested**

*LE 2003 Security Concepts*

*Security Guard Phase 1 and 2  
Phase 1*

Classroom Hours: 28 clock hours

*Phase 2*

Classroom Hours: 24 clock hours

*LE 2043 Community Policing.*

*Security Guard Phase 3 and 4  
Phase 3 (Private Investigator)*

Classroom Hours: 40 clock hours

*Phase 4 (Firearms)*

Classroom Hours: 8 clock hours

Laboratory Hours: 24 clock hours

See Appendix A for complete courses of study.

### **Section 7 – Financial Arrangements Between the College and Technology Center**

~~Cameron University and Great Plains Technology Center have each established policies for tuition and fees. For the purposes of this Cooperative Agreement, students will be regularly enrolled Cameron students and will pay the regular tuition and fees. Students must be enrolled at the time the course is taken. They will be required to meet the admissions standards prescribed for Cameron University by the Oklahoma State Regents for Higher Education. Therefore, Cameron will be responsible for the administrative and academic support costs associated with the program.~~ Cameron University and Great Plains Technology Center have each established policies for tuition and fees, which will not affect this Cooperative Agreement. Students enrolling in technical courses at Great Plains Technology Center will pay the tuition and fees established by Great Plains Technology Center. Students enrolling for college credit in general education or non-technical courses at Cameron University will pay customary tuition and fees at Cameron University. There will be no transfer of funds between the institutions. Course enrollments will be included in the enrollment data submitted to the Oklahoma State Regents for Higher Education. Cameron will pay to Great Plains Technology Center the appropriate enrollment fee for each student enrolled in the Cameron credit courses offered by Great Plains Technology Center.

Great Plains Technology Center will provide the faculty and facilities for teaching the courses as outlined by Cameron University. Course enrollments will be reported in enrollment data submitted to the Oklahoma State Department of Career and Technical Education.

### **Section 8 – Student Tuition and Other Charges**

Students participating in the Security Guard Training courses are not eligible to receive Federal Financial Aid through Great Plains Technology Center. Cameron University will determine the amount of financial aid awarded to each student without regard for this Cooperative Agreement. Students who are full or part-time students, eligible for Financial Aid through Cameron University, may receive appropriate financial aid awards disbursed and administered through Cameron University.

~~After the student has been approved for enrollment and enrolled at Cameron University, the amount of fees and payment schedule will be determined by Cameron University and the payment will be made by the student to Cameron University.~~

Students cooperatively or simultaneously enrolled in a career tech class will be assessed a seven dollar (\$7.00) per credit hour administrative fee payable to Cameron University.

Students at Great Plains Technology Center who are enrolling for credit in courses covered by the Cooperative Agreement will not be charged any fees in addition to the stated tuition policy for such items as Student Identification Card, library fees, parking fees or other miscellaneous fees. Students will be responsible for book purchases required at each institution. Bookstores at each institution will be responsible for all books used in courses delivered at that institution.

Students enrolling in general education, technical support, or related courses provided by Cameron University will pay the current credit-hour tuition and fees of Cameron University. The student will pay these tuition and fees directly to Cameron University or their designee.

The refund policy of each institution will remain in effect. Students enrolling in technical courses at Great Plains Technology Center will be subject to the Great Plains Technology Center refund policy. Students enrolling in courses delivered at Cameron University will be subject to Cameron University refund policies.

### **Section 9 – Description of Classroom and Laboratory Facilities and Utilization**

Great Plains Technology Center is accredited by the North Central Association at the secondary level and the Oklahoma Department of Career and Technical Education at the postsecondary level. All classrooms, laboratories, and other facilities are evaluated by both organizations and approved for delivery of instruction.

Great Plains Technology Center consists of 222,400 square feet of space in six buildings and is located within one mile of Cameron University. State of the art classroom and laboratory equipment are available to support all areas of instruction addressed in this Cooperative Agreement.

### **Section 10 - Assessment of Student Outcomes**

Academic excellence and integrity in delivery of educational opportunities will be the responsibility of both institutions. Designated personnel at both Cameron University and Great Plains Technology Center will be responsible for insuring the institutions are in compliance with policies, processes, and procedures.

1. Cameron University will be responsible for ensuring that the courses taught by Great Plains Technology Center faculty are of comparable rigor to courses taught at the college level.
2. Both Cameron University and Great Plains Technology Center personnel will be responsible for preparing course descriptions and syllabi. Course descriptions and syllabi format will be provided by Cameron University and will include assessment of course objectives to guide the development process.
3. Faculty credentials shall be reviewed by Cameron University to ensure that faculty members have the technical expertise to teach each of the courses with the appropriate level of rigor.
4. Great Plains Technology Center teaching Cameron University courses will be given adjunct appointments. Faculty development activities in such areas as pedagogy, evaluating writing assignments, test construction, and grading will be provided through the “Effective Teacher Workshop and supplemented by Cameron University as needed.
5. Specific learner objectives and outcome assessment measures are found in the course of study. Ultimate outcome measures include licensure by the State of Oklahoma in appropriate security disciplines.

### **Section 11 – Student Performance Records and Academic Credit**

Students taking Cameron University courses offered at Great Plains Technology Center will be regularly enrolled Cameron University students. Credit earned in Cameron University courses taught at Great Plains Technology Center will be entered on the student transcript in the same manner as all other credit granted by Cameron University.

Student performance records will be maintained at Great Plains Technology Center and reported to Cameron University in accordance with procedures established by both institutions. Performance records, including Great Plains Technology Center transcripts, will be available to both the students and Cameron University.

### **Section 12 – Criteria and Procedures for an Annual Evaluation**

Students participating in the Cameron University courses delivered by Great Plains Technology Center will complete a course evaluation instrument provided by Cameron University at the end of each class. The evaluation process is a standard, end-of-class activity for all Great Plains Technology Center courses. Completed course evaluation instruments provided by Cameron University will be returned to Cameron University at the conclusion of each class or when specified by Cameron University personnel.

The Criminal Justice faculty in the Department of Criminal Justice and Sociology will analyze the course syllabi, text books and other instructional materials as well as student evaluations to certify that courses under review are taught at a college level and meet the Oklahoma Council on Law Enforcement Education and Training (CLEET) standards for the State of Oklahoma. Cameron faculty will also conduct peer review (classroom visitation) in the courses under evaluation. In conducting this review and analysis, faculty in the department may seek the advice/input of the department's Criminal Justice Advisory Council.

### **Section 13 – College Credit Hours To Be Awarded Toward Degree**

Six (6) college credit hours may be awarded for Cameron University courses delivered at Great Plains Technology Center for the courses addressed in this Cooperative Agreement.

### **Section 14 – General Education Courses**

Great Plains Technology Center will not offer general education courses as part of this Cooperative Agreement. All general education requirements for the Associate of Applied Science Degree in Criminal Justice will be delivered at Cameron University. See Sample Degree Plan, Appendix C.

### **Section 15 - High School Student Participation**

This cooperative agreement covers only adult students participating in the Security Guard training series.

**Appendix A – Security Guard Courses of Study**

## **COURSE OF STUDY**

<b><u>SCHOOL:</u></b>	Great Plains Technology Center
<b><u>DEPARTMENT:</u></b>	Adult Career Development
<b><u>INSTRUCTOR:</u></b>	John Whittington
<b><u>COURSE TITLE:</u></b>	Security Guard Phase I
<b><u>COURSE LENGTH:</u></b>	28 Hours
<b><u>CREDITS:</u></b>	Student Transcript upon request, upon completion of course
<b><u>PREREQUISITES:</u></b>	None

**COURSE DESCRIPTION:** This phase of security training is required for all forms of security guard licenses. Course instruction covers general private security tasks such as interpreting the Oklahoma Security Guard and Private Investigator Act, developing basic first aid skills, operating a fire extinguisher and fire fighting equipment, writing field notes, writing reports and interpreting your legal powers and limitations.

**COURSE GOAL:** To provide the student with a general knowledge of the private security task.

**COURSE OBJECTIVES:** To have a full understanding of the course content.

**COURSE CONTENT OUTLINE:** Course instruction is related to general private security tasks such as:

- UNIT I: Interpreting the Oklahoma Security Guard and Private Investigator Act
- UNIT II: Developing Basic First Aid Skills
- UNIT III: Operating a Fire Extinguisher and Fire Fighting Equipment
- UNIT IV: Writing Field Notes
- UNIT V: Writing Reports
- UNIT VI: Interpreting Your Legal Powers and Limitations

**EVALUATION PROCEDURE:** Students are required to attend all prescribed units of instruction. Tardiness and absenteeism will not be permitted. Students will be required to make up any training missed. Students will be allowed to make up only one class session.

For successful completion of the training course, students are required to obtain an 85% or higher grade for each examination within the course. Oral testing is NOT allowed. **Students will only be allowed to make up one failed unit exam.**

**GRADING SCALE:**

90 - 100	= A
80 - 89	= B
70 - 79	= C
65 - 69	= D
64 and below	= F

**CLASSROOM/SAFETY PROCEDURE:**

1. No food, drink or tobacco in the classroom.
2. Always keep chairs flat on the floor
3. Watch for dangerous situations and practice common safety procedures

**INSTRUCTIONAL MATERIALS:** Pens/pencils, paper, textbook available at Great Plains Technology Center Bookstore.

**BIBLIOGRAPHY:** Private Security Training, Phase I, Basic Student Edition, Oklahoma State Department of Vocational and Technical Education Curriculum and Instructional Materials Center under the direction of the Oklahoma Council of Law Enforcement Education and Training (CLEET).

**Course Schedule**

<b><u>DATE</u></b>	<b><u>DAY</u></b>	<b><u>TIMES</u></b>	<b><u>UNIT/S</u></b>
1/29/03	Wednesday	6:00-7:00 7:00-9:00 9:00-10:00	Administrative Duties Unit I Unit II
02/03/03	Monday	6:00-7:00 7:00-9:00 9:00-10:00	Test Unit I Unit II Continued Unit III
02/05/03	Wednesday	6:00-7:00 7:00-8:00 8:00-10:00	Test Unit II Unit III Continued Unit IV
02/10/03	Monday	6:00-8:00 8:00-10:00	Test Unit III Unit V
02/12/03	Wednesday	6:00-8:00 8:00-10:00	Test Unit IV Unit VI



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02/17/03	Monday	6:00-8:00 8:00-10:00	Test Unit V Unit VI Continued
02/19/03	Wednesday	6:00-8:00 8:00-10:00	Test Unit VI Makeup

## **COURSE OF STUDY**

<b><u>SCHOOL:</u></b>	Great Plains Technology Center
<b><u>DEPARTMENT:</u></b>	Adult Career Development
<b><u>INSTRUCTOR:</u></b>	John Whittington
<b><u>COURSE TITLE:</u></b>	Security Guard Phase II
<b><u>COURSE LENGTH:</u></b>	24 Hours
<b><u>CREDITS:</u></b>	Student Transcript upon request, upon completion of course
<b><u>PREREQUISITES:</u></b>	None

**COURSE DESCRIPTION:** This phase of security training is specifically related to the tasks of unarmed security guards. Students will receive instruction in public relations, performing fixed post duties, patrolling and investigation of security incidents. Security guard license applicants must successfully complete Phase 1 –“Basic” and Phase 2 – “Security Guard” before receiving a security guard license.

**COURSE GOAL:** To provide the student with instruction specifically related to the tasks of unarmed security guards.

**COURSE OBJECTIVES:** To have a full understanding of the course content.

**COURSE CONTENT OUTLINE:** This phase of security training is specifically related to the tasks of unarmed security guards. Students will receive instruction in the following areas:

UNIT I:	Public Relations
UNIT II:	Performing fixed Post Duties
UNIT III:	Patrolling
Unit IV:	Investigating Security Incidents

**EVALUATION PROCEDURE:** Students are required to attend all prescribed units of instruction. Tardiness and absenteeism will not be permitted. Students will be required to make up any training missed. **Students will be allowed to make up only one class session.** For successful completion of the training course, students are required to obtain an 85% or higher for each examination within the course. Oral testing is NOT allowed. **Students will only be allowed to make up one failed unit exam.**

**GRADING SCALE:**

90 - 100	= A
80 - 89	= B
70 - 79	= C
65 - 69	= D
64 and below	= F

**CLASSROOM/SAFETY PROCEDURE:**

1. No food, drink or tobacco in the classroom
2. Always keep chairs flat on the floor
3. Watch for dangerous situations and practice common safety procedures

**INSTRUCTIONAL MATERIALS:** Pens/pencils, paper, and textbook available at Great Plains Technology Center Bookstore.

**BIBLIOGRAPHY:** Private Security Training, Phase II, Security Guard Student Edition”, Oklahoma State Development of Vocational and Technical Education Curriculum and Instructional Materials Center under the direction of Oklahoma Council on Law Enforcement and Training (CLEET).

**CLASS SCHEDULE**

<b><u>DATE</u></b>	<b><u>DAY</u></b>	<b><u>TIMES</u></b>	<b><u>UNIT/S</u></b>
March 5, 2003	Wednesday	6:00-7:00 7:00-10:00	Administrative Duties Unit I
March 10, 2003	Monday	6:00-7:00 7:00-10:00	Unit I (Continue) Unit II
March 12, 2003	Wednesday	6:00-7:00 8:00-10:00	Test-Unit I Unit II (Continue) Unit III
March 17, 2003	Monday		NO CLASS
March 19, 2003	Wednesday		NO CLASS
March 24, 2003	Monday	6:00-9:00 9:00-10:00	Test-Unit II Unit III (Continue) Unit IV
March 26, 2003	Wednesday	6:00-9:00 9:00-10:00	Test-Unit III Unit IV (Continue) Make-up
March 31, 2003	Monday	6:00-10:00	Test-Unit IV Make-up

## **COURSE OF STUDY**

<b><u>SCHOOL:</u></b>	Great Plains Technology Center
<b><u>DEPARTMENT:</u></b>	Adult Career Development
<b><u>INSTRUCTOR:</u></b>	John Whittington
<b><u>COURSE TITLE:</u></b>	Security Guard - Phase III - Private Investigator
<b><u>COURSE LENGTH:</u></b>	40 Hours
<b><u>CREDITS:</u></b>	Student Transcript upon request, upon completion of course
<b><u>PREREQUISITES:</u></b>	None

**COURSE DESCRIPTION:** Instruction covers responsibilities to clients, interpreting laws of private investigations, complying with the Fair Credit Reporting Act, conducting investigations/surveillance and locating and communicating information. Private investigator license applicants must successfully complete Phase 1 – “Basic”, and Phase 3 – “Private Investigator” before receiving a private investigator license. Private investigators, who wish to be licensed as an armed security guard, must successfully complete all phases of private security training, unless training is waived through experience, or credit is granted for comparable training.

**COURSE GOAL:** To provide the student with instruction specifically related to the tasks of private investigators.

**COURSE OBJECTIVES:** To have a full understanding of the course content.

**COURSE CONTENT OUTLINE:** This phase of security training is specifically related to the tasks of private investigators. Students will receive instruction in the following areas:

- UNIT I: Understanding Responsibilities to Clients
- UNIT II: Interpreting Laws of Private Investigations
- UNIT III: Complying with the Fair Credit Reporting Act
- UNIT IV: Conducting Investigations and Surveillance
- UNIT V: Locating and Communicating Information

**EVALUATION PROCEDURE:** Students are required to attend all prescribed units of instruction. Tardiness and absenteeism will not be permitted. Students will be required to make up any training missed. Students will be allowed to make up only one class session. For successful completion of the training course, students are required to obtain an 85% or higher grade for each examination within the course. Oral testing is NOT allowed. **Students will only be allowed to make up one failed unit exam.**

**GRADING SCALE:**

90 - 100	= A
80 - 89	= B
70 - 79	= C
65 - 69	= D
64 and below	= F

**CLASSROOM/SAFETY PROCEDURE:**

1. No food, drink or tobacco in the classroom
2. Always keep chairs flat on the floor
3. Watch for dangerous situations and practice common safety procedures

**INSTRUCTIONAL MATERIALS:** Pens/pencils, paper, textbook available at Great Plains Technology Center Bookstore.

**BIBLIOGRAPHY:** Private Security Training, Phase III, Private Investigator Student Edition, Oklahoma State Department of Vocational and Technical Education Curriculum and Instructional Materials Center under the direction of Oklahoma Council of Law Enforcement and Training (CLEET).

**CLASS SCHEDULE**

<b><u>DATE</u></b>	<b><u>DAY</u></b>	<b><u>TIMES</u></b>	<b><u>UNITS</u></b>
April 9, 2003	Wednesday	6:00-7:00 7:00-10:00	Administrative Duties Unit I
April 14, 2003	Monday	6:00-10:00	Test Unit I Unit II
April 16, 2003	Wednesday	6:00-10:00	Test Unit II Unit III
April 23, 2003	Wednesday	6:00-10:00	Test Unit III Unit IV
April 28, 2003	Monday	6:00-10:00	Unit IV
April 30, 2003	Wednesday	6:00-10:00	Unit IV (Continued) Unit V
May 5, 2003	Monday	6:00-10:00 Unit V (Continued)	Test Unit IV

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May 7, 2003	Wednesday	6:00-10:00	Unit V (Continued)
May 12, 2003	Monday	6:00-10:00	Unit V (Continued)
May 14, 2003	Wednesday	6:00-10:00	Test Unit V Make up

Revised 02/12/03

**COURSE OF STUDY**

**SCHOOL:** Great Plains Technology Center

**DEPARTMENT:** Adult Career Development

**INSTRUCTOR:** Mark Foreman  
PAGER 580-581-7337  
WORK 580-581-3272  
RANGE 581-3255 (LPD PISTOL RANGE)

**COURSE TITLE:** Phase IV Firearms

**COURSE HOURS:** 32 Hours - 8 Classroom hours, 24 Practical hours

**CREDITS:** Student Transcript upon request, upon completion of course

**PREREQUISITES:** CPI test results must be on file at Great Plains Technology Center before enrolling in Phase IV.

**COURSE DESCRIPTION:** This course gives instruction and familiarization in the care, handling, and firing of revolvers and shotguns. Instruction will cover safety, revolver nomenclature and maintenance, inspecting revolvers and holsters, fundamentals of revolver shooting, legal issues and deadly force, range procedures and tower commands, revolver qualifications, shotgun nomenclature and maintenance, fundamentals of shotgun shooting and shotgun familiarization. Students will furnish their own weapons. Specifications on weapons requirements will be provided, upon request. Armed security guard license applicants must successfully complete phase 1-"Basic", phase 2-"Security Guard", and phase 4-"Firearms" before receiving an armed security guard license. The California Psychology Inventory (CPI) test results must be on file with Great Plains Technology Center BEFORE enrolling in Phase 4. The CPI Test is sent to a psychologist in Norman, OK (allow 2 - 3 weeks for results).

**COURSE GOALS:** CLEET Certification of Firearms Qualification.

**COURSE OBJECTIVES:** Student should attend all training, pass the written examination, and fire qualifying score with a pistol (70%).

**COURSE CONTENT OUTLINE:** This phase of security training (FIREARMS) is specifically related to ARMED SECURITY AND PRIVATE INVESTIGATIONS. Students will receive instruction in the following areas:

- Unit I : Safety
- Unit II : Nomenclature & Maintenance
- Unit III : Fundamentals of Marksmanship
- Unit IV : Handgun Handling Skills
- Unit V : Handgun Presentations/Shooting Positions
- Unit VI : Range Procedures/Tower Commands/Courses of Fire
- Unit VII : Legal Issues

**EVALUATION PROCEDURE:**

1. Students are required to attend all prescribed units of instruction. Tardiness and Absenteeism will not be permitted. There will not be an opportunity to make up missed sessions during this Phase. Students will be required to make up any training missed with another class at a later date.
2. A multiple choice Safety Test covers the information presented in Unit I and Unit IV. Each student must achieve a score of at least eighty-five percent (85%) on the Safety Test before they will be allowed to proceed to Unit VII. (Unit VII will be instructed on the firing range).
3. For successful completion of the training course, a comprehensive firearms licensing examination will be offered by CLEET only on dates and times as specified by CLEET. The comprehensive firearms licensing examination will cover the information presented in Unit I through Unit VI of the Revolver Course and will include firearms safety as well as general knowledge.
4. Revolver Qualification: Student will be required to qualify a minimum of one time with a score of seventy percent (70%) on a designated qualification course. Students will fire a minimum of five (5) qualification courses (250 rounds).

**GRADING SCALE:**

90 - 100	= A
80 - 89	= B
70 - 79	= C
65 - 69	= D
64 and below	= F

**CLASSROOM/SAFETY PROCEDURE:**

1. No food, drink or tobacco in the classroom
2. Always keep chairs flat on the floor
3. Never insert anything foreign into any computer receptacle
4. Watch for dangerous situations and practice common safety procedures
5. Always close the computer to a "Shut down" position and turn it off before leaving each night.

**INSTRUCTIONAL MATERIALS:** Pens/pencils, paper, textbook available at Great Plains Technology Center Bookstore.

**BIBLIOGRAPHY:** : Private Security Training, Phase IV: Firearms Training Student Edition, developed by Oklahoma State Department of Vocational and Technical Education Curriculum and Instructional Materials Center under the direction of Oklahoma Council on Law Enforcement Education and Training (CLEET).



\*\*\*\*\***TAPE RECORDERS WILL NOT BE ALLOWED IN CLASS**\*\*\*\*\*  
**CLASS SCHEDULE**

<u>DATE</u>	<u>DAY</u>	<u>TIME</u>	<u>UNIT</u>
2/24/03	MONDAY	6:00- 7:00	UNIT I (Safety)
		7:00- 8:00	UNIT II (Pistol Nomenclature & Maintenance)
		8:00- 9:00	UNIT III (Inspecting Pistols & Holsters)
		9:00-10:00	UNIT IV (Fundamentals of Pistol Shooting)
2/26/03	WEDNESDAY	6:00- 7:00	SAFETY TEST (Unit I)
		7:00- 9:30	UNIT V (Legal Issues & Deadly Force)
		9:30-10:00	UNIT VI (Range Procedures & Tower Commands)
3/1/03	SUNDAY	8:00-12:00	PISTOL QUALIFICATION
		12:00- 1:00	LUNCH
		1:00- 5:00	PISTOL QUALIFICATION
3/8/03	SUNDAY	8:00-12:00	PISTOL QUALIFICATION
		12:00- 1:00	LUNCH
		1:00- 5:00	PISTOL QUALIFICATION
3/15/03	SUNDAY	8:00-12:00	PISTOL QUALIFICATION
		12:00-1:00	LUNCH
		1:00- 5:00	PISTOL QUALIFICATION

***FIREARMS INSTRUCTORS***  
 Richard Briley    Jerry Howell  
 Craig Akard  
 Tommy King

***GUNSMITH***  
 Charlie Adamson

**Firearms- Phase IV**

You will be provided instruction in weapon nomenclature and inspection, shooting fundamentals, safety, 8 hours of class and 24 hours of firing range shooting. You must furnish your own pistol and ammunition. **Minimum age requirement is 21 years.** Attendance during all class sessions is required. A textbook is required. The first full day of class meets at Great Plains Technology Center. [32 hrs \$125]

**Important Prerequisite**

You must document to the school coordinator that you have completed the California Psychology Inventory [CPI] test and have had the results evaluated by a state licensed psychologist prior to the start of the firearms class. This is a CLEET requirement. The Great Plains Technology Center does administer the CPI test.

**Requirements for Shooting:**

The following are mandatory specifications for the weapon and associated equipment. Each participant must acquire items meeting these standards prior to participating in the class.

The weapon must pass a safety and function test performed by the class instructor. Any repairs can be checked by a qualified gunsmith, and must be approved and paid for by the student.

Student must provide a minimum of 500 rounds of ammunition for his weapon.

**Revolver**

- Must be Manufactured by Colt, Smith, and Wesson or Ruger or approved by chief instructor
- Must be capable of chambering and firing at least five cartridges of caliber .38 special or larger
- Must have a barrel length of 2.0" to 6"
- Must not have any external or internal modification that compromises safety

**Semi-Automatic**

- Must be Manufactured by Colt, Smith, and Wesson or Ruger or approved by chief instructor
- Must be 9mm or above
- Must have at least three magazines
- Must not have any external or internal modification that compromises safety

**THE HOLSTER**

- No cross draw, shoulder, or chest type are allowed.
- Must be a strong side belt holster without flap
- Must provide a proper fit for the pistol used.
- Must be equipped with a safety strap

**GUN BELT**

- Must be of adequate strength to carry the holster and required equipment.

**Appendix B – “Effective Teacher Workshop” Course of Study**

Administrator

**GREAT PLAINS TECHNOLOGY CENTER  
COURSE OF STUDY**

**COURSE TITLE:** The Effective Teacher

**COURSE LENGTH:** 36 Hours

**INSTRUCTOR:** Bill Hill

**CREDITS:** Competency Certificate

**PREREQUISITES:** None

**COURSE DESCRIPTION**

This course covers the basics of developing, teaching, and managing classes or programs utilizing the “Minimum Criteria of Effective Teaching” concepts and practices. The course focuses on writing objectives, developing appropriate student assessments, selecting appropriate teaching methods, managing classrooms and labs, and identifying adult learning styles.

**COURSE OBJECTIVE**

Students enrolled in this program will be given the opportunity to develop the skills and attitudes needed to successfully utilize CBE instructional design concepts and teaching methodologies necessary to develop and implement a competency based training program.

**SPECIFIC OBJECTIVES**

1. Develop a Competency Profile for your ACD or selected class (rough draft).
2. Write instructional objectives for your ACD or selected class (minimum of five per class).
3. Write performance standards for a specific task.
4. Create objective based test items (one test minimum of 10 items).
5. Create a grading pattern for your ACD or selected class.
6. Develop a Course of Study for a your ACD or selected class
7. Develop a plan of instruction for your ACD or selected class
8. Develop a lesson plan for a specific lesson or a given class period.
9. List and discuss various teaching methods
10. Make a transparency and utilize an overhead projector.
11. Utilize Power Point to develop a instructional presentation.
12. Prepare and present a 15 to 30 minute lesson - Hands on skill related
13. Organize and implement an instructional filing system for a given class.
14. Develop and/or utilize a shop clean up system (if applicable).
15. Utilize an accident/incident report form.
16. Develop and/or use tool and equipment check out system (if applicable).
17. Maintain an inventory control system as it relates to a given class.

**CONTENT OUTLINE - Each session is 3 hours long**

**SESSION ONE - INTRODUCTION TO COMPETENCY BASED EDUCATION (CBE)** \_\_\_\_\_

- Overview of Competency Based Education
- Task Analysis - Occupations, Duties, Tasks

**SESSION TWO - DESIGNING OBJECTIVES** \_\_\_\_\_

- Types of objectives
- Writing instructional objectives
- Performance standards

**SESSION THREE - PREPARING TO TEACH** \_\_\_\_\_

- Instructor roles
- Course of Study development.
- Plan of instruction
- Four step instructional process
- Lesson planning

**SESSION FOUR - CHARACTERISTICS OF ADULT LEARNERS** \_\_\_\_\_

- Who our clients are
- How adults learn
- Learning styles
- Classroom environment
- Learning Styles, Education Enhancement Center
- Tour of the Instructional Services Department

**SESSION FIVE - PRESENTATIONS THAT REACH ADULTS** \_\_\_\_\_

- Teaching techniques
- Teaching methods that work
- Instructional resources

**SESSION SIX - ASSESSMENT** \_\_\_\_\_

- Grading Pattern
- Testing Plan
- Cognitive testing

**SESSION SEVEN – PERFORMANCE TESTING**

- Performance testing

**SESSION EIGHT- CLASSROOM AND SHOP MANAGEMENT** \_\_\_\_\_

- Time management
- Managing Instruction - Filing systems
- Shop safety - Negligence
- Clean up
- Inventory



## **REQUIRED PRACTICAL APPLICATION ASSIGNMENTS**

The following materials **MUST** be completed, submitted, and approved by Bill Hill, before a Certificate of Competency will be issued for the class. All materials must be turned in within two weeks of class completion.

1. Course of Study including:
  - \*Course Objective(s)
  - \*Course Outline
  - \*Plan of instruction
  - \*Grading Pattern
  - \*Bibliography
2. Task list for a specific class (Competency Profile)
3. A Safety Test or Safety Rules (Safety test required for all shop classes)
4. One Assessment instrument (Performance)
5. One Assessment instrument (Cognitive)
6. One overhead transparency master (your own design)
7. One lesson Plan (for a specific lesson or class period)
8. One power point presentation

## **INSTRUCTIONAL MATERIALS**

Each student will be required to furnish one 1" three ring binder. All other necessary instructional materials will be furnished.

## **BIBLIOGRAPHY**

The books listed are for reference only. They are not required for the class.

Blank, William E., **Handbook for Developing Competency- Based Training Programs**, Prentice - Hall, Inc., New Jersey, 1982

Curriculum and Instructional Materials Center, **From Surviving to Thriving. How to Teach Adults**, Oklahoma Department of Vocational and Technical Education, Oklahoma, 1994

Davies, Ivor K., **Instructional Techniques**, McGraw- Hill, New York, 1982

Mid- America Vocational Curriculum Consortium, Inc., **Competency - Based Education Professional Development Series**, Oklahoma Department of Vocational and Technical Education, Oklahoma, 1992

Shrock, Sharon A., and Coscarelli, William C. C., **Criterion - Referenced Tests**, Addison-Wesley Publishing Company Inc., Massachusetts, 1989

**Appendix C – Sample Degree Plan****Associate in Applied Science Degree in Criminal Justice (550)  
64 Semester Hours**

The Associate in Applied Science degree in Criminal Justice can be completed in two years by following the suggested plan of study listed below. The plan is based on students completing an average of 16 semester hours per semester in four semesters of residence at Cameron University. Students may complete a specialization in either Law Enforcement or Corrections.

**Fall Semester Freshman Year**

CJ	1013	Intro to CJ	3 hrs
CJ	1113	Applied Crim	3 hrs
Engl	1113	Comp I	3 hrs
Comm	1113	Speech	3 hrs
PS	1113	Govt	3 hrs

**Spring Semester Freshman Year**

CJ	1023	Community Relations	3 hrs
CJ	1033	Criminal Law	3 hrs
Engl	1123	Comp II	3 hrs
Hist	1483 or 1493		3 hrs
Hum		Humanities elective	3 hrs
PE		PE elective	1 hr

**Fall Semester Sophomore Year  
(Law Enforcement Specialization)**

LE	2053	Meth Invest I	3 hrs
CJ	2033	Crim Proced	3 hrs
LE	2013	Intro to LE	3 hrs
SOCI	1113	Intro Soci	3 hrs
CORR	2013	Intro to Corr.	3 hrs
PE		PE elective	1 hour

**Spring Semester Sophomore Year  
(Law Enforcement Specialization)**

LE	2043	Community Policing	3 hrs*
LE	2003	Security Concepts	3 hrs**
CIS	1013	Intro Computers	3 hrs
Gen Ed		Electives	5 hrs
		Corrections Support Course	3 hrs

**Fall Semester Sophomore Year  
(Corrections Specialization)**

CORR	2013	Intro Corr.	3 hrs
CORR	2023	Case Mgt	3 hrs
CJ	2033	Crim Proced	3 hrs
LE	2043	Comm Policing	3 hrs*
SOCI	1113	Intro Soci	3 hrs
PE		PE elective	1 hr

**Fall Semester Sophomore Year  
(Corrections Specialization)**

CORR	2003	Treatment Methods	3 hrs
CORR	2053	Community Corr.	3 hrs
CIS	1013	Intro Computers	3 hrs
LE	2003	Security Concepts	3 hrs**
Gen Ed		Electives	5 hrs

\*Successful completion of the following courses at the Great Plains Technology Center meet the requirement for LE 2043, Community Policing: Security Guard Phase II and Security Guard Phase III.

\*\*Successful completion of the following courses at the Great Plains Technology Center meet the requirement for LE 2003, Security Concepts: Security Guard Phase I and Security Guard Phase IV.



## SECTION 2-GENERAL POLICIES

The Board of Regents is constitutionally vested with the governance of the University. Within its authority is the governance of all faculty personnel matters, including without limitation, academic freedom and responsibility, appointments, evaluations, academic misconduct, and academic appeals. Specific provisions pertaining to faculty personnel policies and related matters may be set forth in the Faculty and Staff Handbooks, student handbooks such as the Student Code of Responsibilities and Conduct for the Norman Campus, and/or other official policy documents of the respective campuses. Any modifications to a Board of Regents policy in the policy documents referred to above or elsewhere must be made through action of the Board of Regents.

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### 2.1—FACULTY PERSONNEL POLICIES — ~~NORMAN CAMPUS~~

*(The numbers at the beginning of certain paragraphs and within the text refer to Norman Campus Faculty Handbook numbering)*

It is the policy of the University to recognize and implement the functions assigned to it by the Oklahoma State Regents for Higher Education. These functions are ~~teaching, research, continuing education and public service~~ teaching; research; and creative and scholarly activity; and professional and University service; and public outreach. The responsibility for carrying out this policy is shared by the University Board of Regents, administrative officers, and the ~~general~~ Regular ~~F~~faculty.

Since 1942, the Regular Faculty has actively participated in the origination, formulation, and implementation of University policies through a democratically-elected Faculty Senate. Today, there are two Senates, one for the Norman Campus and one for the Health Sciences Center Campus. The charters for these two Faculty Senates may be found in this Manual.

#### 2.1.1—~~THE GENERAL~~ REGULAR FACULTY ~~(3.1)~~

The ~~General~~ Regular Faculty of the ~~Norman Campus~~ of the University is composed of all faculty members with regular appointments including tenure track, tenured, and consecutive term/renewable term appointments at the rank of assistant professor, associate professor, and professor. ~~The Norman Campus General Faculty does not include faculty members with temporary appointments.~~

~~All legislative powers of the faculty relative to the University as a whole are vested in the General Regular Faculty. These legislative powers are exercised either directly by the General Regular Faculty or by the Faculty Senates on the Health Sciences Center Campus and the Norman Campus. The Faculty Senates are responsible to the General Regular Faculty for all action taken in its behalf.~~

Additional policies related to the General Regular Faculty and the Faculty Senates are contained in the Charters of the General Regular Faculty and Faculty Senates of ~~T~~he University of ~~Oklahoma~~ on the Health Sciences Center and the Norman Campuses.

2.2.1—ACADEMIC FREEDOM AND RESPONSIBILITY ~~(3.2)~~

~~(Legal Counsel is drafting statement on INSTITUTIONAL ACADEMIC FREEDOM to add here)~~

**Institutional Academic Freedom**

~~The accumulation and exchange of knowledge are among the preeminent purposes of the University, and the acknowledgement of individual academic freedom is one of the cornerstones to ensure such purposes are achieved. Equally important in meeting these goals is the recognition of the right inherent in the responsibility of the Board of Regents to govern the University. “[I]t is the business of a university to provide that atmosphere which is most conducive to speculation, experiment and creation. It is an atmosphere in which there prevail ‘the four essential freedoms’ of a university—to determine for itself on academic grounds who may teach, what may be taught, how it shall be taught, and who may be admitted to study.” *Sweezy v. New Hampshire*, 354 U.S. 234, 263; 77 S.Ct. 1203; 1 L.Ed.2d 1311 (1957)~~

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**ACADEMIC FREEDOM ~~(3.2.1)~~**

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The 1940 Statement of Principles on Academic Freedom and Tenure with 1970 Interpretive comments of the American Association of University Professors has long been recognized as providing valuable and authoritative guidelines for policy and practice in American colleges and universities. The section on academic freedom below is essentially a restatement of these principles, with some modification and extension consistent with their intent and with later declarations by the Association. In the formulation that follows, these principles have been adopted as University policy by the Board of Regents of The University of Oklahoma.

- a) Faculty members are entitled to full freedom in research and publication, subject to any restrictions set by law or by applicable codes of professional ethics, and subject to adequate performance of their other academic duties and to stated University policy on outside employment; but, except under conditions of national emergency, a faculty member should not undertake to do research on University time or using University facilities or funds under any agreement which would (except for a definitely and reasonably limited time) prohibit open communication of the results.
- b) Faculty members are entitled to freedom in the classroom in discussing their subject, but it is inappropriate for a teacher persistently to intrude material which has no relation to the subject of instruction.
- c) As members of the community, university teachers have the rights and obligations of any citizen. They measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. In speaking or acting as private persons, faculty members avoid creating the impression of speaking or acting for their college or university. As a citizen engaged in a profession that depends upon freedom for its health and integrity, the

university teacher has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

- d) As citizens, university teachers should be free to engage in political activities consistent with their obligations as teachers and scholars. Subject to University policy, some activities, such as seeking election to an office for which extensive campaigning is not required, or service in a part-time political office, may be consistent with effective service as a member of the faculty. ~~More extended or intensive activity may require that the faculty member request a leave of absence. A leave of absence incident to political activity should come under the normal rules and practices respecting leaves of absence; and it should not affect the tenure status of a faculty member, except that time spent on such leave does not count as probationary service.~~
- e) Freedom of access to recorded knowledge being essential to learning and research in a democracy, the right and the obligation of the university to provide a full range of materials on any subject, even though some views might be currently unpopular or controversial, or appear incorrect, shall not be infringed. The principles of academic freedom shall apply to the presence of materials and also to those who provide and those who use them.

The University ~~of Oklahoma~~ endorses the 1957 declaration of the American Association of University Professors which “.....asserts the right of college and university students to listen to anyone whom they wish to hear.... affirms its own belief that it is educationally desirable that students be confronted with diverse opinions of all kinds, (and) therefore, holds that any person who is presented by a recognized student or faculty organization should be allowed to speak on a college or university campus.” Duly constituted organizations at ~~the University of Oklahoma~~ may invite speakers without fear of sanctions. However, in the exercise of these rights, it is clearly recognized that: “Membership in the academic community imposes on students, faculty members, administrators, and trustees an obligation to respect the dignity of others, to acknowledge their right to express differing opinions, and to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression on and off the campus. The expression of dissent and the attempt to produce change, therefore, may not be carried out in ways which injure individuals or damage institutional facilities or disrupt the classes of one’s teachers or colleagues. Speakers on campus must not only be protected from violence but must be given an opportunity to be heard. Those who seek to call attention to grievances must not do so in ways that significantly impede the functions of the institution.” (1970 declaration of the AAUP Council)

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**ACADEMIC RESPONSIBILITY ~~(3.2.2)~~**

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The concept of academic freedom shall be accompanied by an equally demanding concept of academic responsibility. Nothing in the following statement is intended to abridge in any way the principles and procedures advanced in the 1940 Statement of Principles on Academic Freedom and Tenure with 1970 Interpretive Comments of the American Association of University Professors. This statement is derived in substantial measure from the AAUP 1966 Statement on Professional Ethics.

Faculty members have responsibilities to their students. They shall encourage in students the free pursuit of learning and independence of mind, while holding before them the highest scholarly and professional standards. Faculty members shall show respect for the student as an individual and adhere to their proper role as intellectual guides and counselors. They shall endeavor to define the objectives of their courses and to devote their teaching to the realization of those objectives; this requires judicious use of controversial material and an avoidance of material which has no relationship to the objectives of a course.

Faculty members shall make every reasonable effort to foster honest academic conduct and to assure that their evaluations reflect, as nearly as possible, the true merit of the performance of their students, regardless of their race, ~~ereed~~color, sex, national origins, age religion, disability or political beliefs. Faculty members shall avoid any exploitation of students for private advantage and acknowledge significant assistance from them.

Faculty members have responsibilities to their colleagues, deriving from common membership in a community of scholars. They shall respect and defend the free inquiry of their associates. In the exchange of criticism and ideas, they should show due respect for the opinions of others. They shall acknowledge their academic debts and strive to be objective in the professional judgment of their colleagues. Although service must be voluntary, faculty members should accept a reasonable share of the responsibility for the governance of their institution. If driven by his or her conscience into dissent, the faculty member shall take care that this dissent does not interfere with the rights of colleagues and students to study, research, and teach.

Faculty members have responsibilities to their discipline and to the advancement of knowledge generally. Their primary obligation in this respect is to seek and to state the truth as they see it. To this end, they shall devote their energies to developing and improving their scholarly competence. They shall exercise critical self-discipline and judgment in using, extending, and transmitting knowledge, and they shall practice intellectual honesty.

Faculty members have responsibilities to the educational institution in which they work. While maintaining their right to criticize and to seek revisions, they shall observe the stated regulations of the institution, provided these do not contravene academic freedom. Faculty members shall determine the amount and character of the work they do outside their institution with due regard to their paramount responsibilities within it. When considering the interruption or termination of his or her service, the faculty member recognizes the effect of such a decision upon the program of the institution and gives due notice of the decision.

2.1.3—FACULTY ACCOUNTABILITY ~~(3.3)~~

A faculty member is held accountable for his or her performance in fulfilling faculty duties ~~(Section 3.6)~~ and in meeting the requirements of academic responsibility and University policies. Persons who accept full-time employment at the University of Oklahoma owe their first duty and first loyalty to the University. Any other employment or enterprise in which they engage for income must be secondary to their University duties (Section 3.2). The most immediate agents of faculty accountability are the faculty member's chair or (for the Norman Campus) chair or director and Committee A, who should maintain close and regular communication with the faculty member. Among the various mechanisms for ensuring faculty accountability, the most important include annual evaluations for possible salary increases, annual progress towards tenure letters for tenure track faculty on the Norman Campus, post-tenure reviews for tenured faculty on the Norman Campus, and such periodic evaluations as those for advancement in rank. These processes have the primary function of identifying meritorious performance to be rewarded, but they also provide a means by which the University may strengthen itself, by identifying needs for improved performance.

Meritorious and responsible faculty performance is first and foremost an individual professional obligation. But it is also the product of a cooperative effort by faculty members and administrative officers assisting one another, informing one another, jointly seeking to assure that each faculty member's capabilities are developed fully and creatively. Performance that is lacking in merit or responsibility, when identified, is a challenge both to the individual and to the academic unit and its leaders, in their exercise of the unit's career development responsibilities. Just as faculty members are held accountable for their performance, administrators of academic units are held accountable for their leadership in the career development of the faculty in their units.

Counseling, career development support, and other kinds of administrative remedies are available to academic units in their normal operations, as a means of attempting to rectify poor professional performance or breaches of academic responsibility. If normal administrative remedies fail to correct a faculty member's poor professional performance or breach of academic responsibility, the President may consider applying a minor sanction, such as a formal reprimand. Prior to any such action, the President shall have consulted fully with the appropriate academic administrative officers including the appropriate chair or director, dean, and Senior Vice President & Provost.

For those cases where they are needed, the University has at its disposal the more drastic measures of severe sanctions, ~~dismissal, and abrogation of tenure (See Section 3.8)~~.

## 2.1.4—ATTENDANCE AT SUMMER INSTITUTES

Administrative officers on 12-month appointments and in direct charge of academic programs, upon proper prior application and recommendation, may be allowed to attend summer institutes designed to improve or maintain their scholarly qualifications for their University work at no expense to the University other than the continuation of regular salary during the period of the institute, subject to the following conditions:

- 1) The faculty member will be expected to count the time spent in the institute as vacation time.
- 2) A maximum of two weeks beyond his entitlement of vacation time may be spent in the institute without loss of salary.
- 3) The frequency of such an arrangement may not be greater than once in three summers.

Approval of such an arrangement in each individual case ~~will~~ may be given by the President upon recommendation of the appropriate dean, and Senior Vice President and Provost, based upon the work load in the academic unit involved, the appropriateness of the institute to the applicant's work, and the ability to handle the applicant's work during his absence at no extra cost to the University. (RM, 5-13-65, p. 8147)

2.1.5—FISCAL RESPONSIBILITY ~~-(3.4)~~

In each case where tenure is awarded, there must be assurance that continuing financial support can reasonably be anticipated. The ~~President of the University, or his or her designee~~ Senior Vice President & and Provost for each campus, in conjunction with the respective deans, shall determine ~~annually which whether~~ sources and amounts of that funds are sufficiently secure to support the ~~University's awarding of tenure awards and what portion of those funds are to be available to each academic dean for tenure awards within the colleges.~~

2.1.6—PROFESSIONAL ACTIVITIES OF THE FACULTY ~~-(3.6)~~

Above all else, the University exists for learning and scholarship of a breadth and depth that result in excellence in all of the University's major functions: ~~teaching, research, and service~~ teaching; research and; creative/ and scholarly activity; and professional and University service; and public outreach. Each academic unit has an obligation to contribute to each of the ~~three~~ functions of the University. Faculty members play a central role in the realization of these functions and fulfill the obligations of the academic unit by contributing their unique expertise and competence. Decisions regarding tenure, promotions, and

salary increases are based upon an assessment of the faculty member's performance and contributions to the total mission of the University (See Sections 3.7.4, 3.11, and 3.12).

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### TEACHING (3.6.1)

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Teaching, which is the transmission of knowledge and cultural values, focuses upon helping students to learn. As a part of its mission, the University is dedicated to undergraduate, graduate, professional, and continuing education. The term teaching as used here includes, but is not restricted to, giving regularly scheduled instruction, directing graduate work, and counseling and advising students. This includes the direction or supervision of students in reading, research, clinical rotations, internships, residencies, or fellowships. Faculty supervision or guidance of students in recognized academic pursuits that confer no University credit should also be considered as teaching. Faculty performing non-administrative professional duties for which they are employed shall be regarded as engaged in teaching when the clear and direct purpose and function of these activities are academic instruction. Professional librarians in the discharge of their professional duties shall be regarded as engaged in teaching.

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### RESEARCH ~~OR~~ AND CREATIVE/SCHOLARLY ACHIEVEMENT (3.6.2) ACTIVITY

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Research, which is the development and validation of new knowledge, focuses upon faculty participation in the extension of knowledge and maintenance of professional development and vitality. The term research as used here is understood to mean systematic, original investigation directed toward the enlargement of human knowledge or the solution of contemporary problems. ~~Creative/~~Scholarly achievement- activity is understood to mean significantly original or imaginative accomplishment in literature, the arts, or the professions. The criteria for judging the original or imaginative nature of research or creative/scholarly accomplishments-activity must be the generally accepted standards prevailing in the applicable discipline or professional area. To qualify as research or creative/scholarly activity-achievement, the results of the endeavor must be disseminated and subject to critical peer evaluation in a manner appropriate to the field in question.

Included as a meritorious type of scholarly achievement are technology transfer successes and patent awards.

*(May need to add statement below on knowledge transfer / economic development—  
Legal is reviewing tax issue)*

Included as a meritorious type of scholarly achievement are technology transfer successes, and patent awards.



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**PROFESSIONAL AND UNIVERSITY SERVICE AND PUBLIC OUTREACH (3-6-3)**

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Professional and University Service and Public Outreach is work done, or duties performed, by a faculty member to advance the interests and capabilities of various communities, either inside or outside of the University. These activities should stem from the faculty member's professional expertise (which is expertise deriving from the individual's professional activities in the categories of research and creative/scholarly achievement, teaching, and service, teaching; research and creative/scholarly achievement activity; and professional and University service; and public outreach; as described herein), and they should support and enhance the faculty member's scholarly stature. The evaluation of professional and University service and public outreach should be in terms of quality and effectiveness of performance and should take into account: (1) the relation of the service and public outreach to the general welfare and efficacy of the University's missions; (2) the relation to the welfare and furtherance of the faculty member's discipline; (3) the effect of the service and public outreach on development of a faculty member's value, professional competence, or professional skills; (4) the enhancement of the capabilities of University colleagues in their scholarly activities, teaching, or service teaching; research and creative/scholarly achievement; and professional and University service; and public outreach.

The specific provisions pertaining to the types of faculty service and public outreach recognized on the Norman and HSC Campuses are set forth in the Faculty Handbooks of the Norman Campus and HSC campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.

*(The red text below will continue to appear in the Norman Campus Faculty handbook/Handbook)*

In encouraging appropriate service and public outreach and in its evaluation, it is convenient to distinguish service and public outreach as taking place within three primary communities: the community of the scholarly discipline of the faculty member, the University community, and the community of the public at-large. The weighting of these three components of service and public outreach may vary according to the specific academic unit and individual assignments within the unit. Each academic unit shall establish, publish, and periodically review criteria for evaluating service and public outreach. The criteria, which should be reflective of the unit's objectives, shall be approved by the dean after providing the opportunity for review and consultation by appropriate University bodies that may especially rely on, or benefit from, specific service and public outreach activities in that unit. Appropriate University bodies shall be designated by the dean and Senior Vice President and Provost.

In cases in which extensive service and public outreach assignments might limit a faculty member's involvement in any area of faculty responsibility, the relative weighting of categories for evaluation may need to be modified. A written understanding should be approved by the dean and the chair of the academic unit at the time the assignment is made; and filed in the Provost's Office of the Senior Vice President and Provost. Such extensive service and public outreach assignments might include, for example, serving as a high-ranking official for a professional society or a professional journal, serving as

the chair of a department or vital University committee, or serving as the director of a public outreach center.

**Service to the Discipline** - The continued advancement of knowledge or artistic achievement within a scholarly discipline relies integrally on leadership and service provided by its practitioners at state, national, and international levels. The leadership and service activities of a faculty member ~~in~~ on behalf of these communities brings prestige to the University, and enhances the University's visibility and its scholarly and academic reputations. Service to the discipline might include activities such as: official service in relevant professional societies; service on state, national, or international commissions, advisory boards, or agencies related to the faculty member's discipline or profession; service on academic review or accreditation boards; editing of professional journals or other publications; reviewing of books in professional journals; reviewing of research grant proposals; refereeing of research papers submitted for publication; and participationing in organizing research conferences or professional meetings.

**Service to the University** - The nature of the academic enterprise is such that the faculty shares in the formulation of University policies and in making and carrying out decisions affecting the educational and scholarly life of the University. Accordingly, faculty members have a responsibility to contribute to the government and leadership of the University through timely participation on committees, councils, or other advisory groups at the department, college, and University level. In addition, faculty members are sometimes called upon to perform extensive administrative tasks that are essential to the operations of the University. These include positions such as department chair/director, associate or assistant dean, or director of a program or special center.

~~**Service to the Public Outreach**~~ - Public ~~service~~ outreach is the application of knowledge gained through professional activities; it generally focuses upon resolution of contemporary problems, ~~technology transfer, (moved into research category)~~ policy analysis, identification of new areas for inquiry and development, and sharing knowledge with the larger geographical community. Appropriate public ~~service~~ outreach activities might include: artistic or humanistic presentations; health care delivery; professional consultation; service on local, state, national, or international commissions, advisory boards, or agencies (public or private); participation in a professional capacity in programs sponsored by student, faculty, or community groups; participation in continuing education instructional activities including those sponsored through the College of Continuing Education; service in an organizational or advisory capacity for particular University programs; and public relation activities that serve the University's interests such as appearance as a University representative before government bodies or citizen groups. (end NC text)

## 2.1.7—SABBATICAL LEAVES POLICY

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**PURPOSE**

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Sabbatical leaves of absence are among the most important means by which an institution's academic program is strengthened, a faculty member's teaching effectiveness enhanced, and scholarly usefulness enlarged. The major purpose is to provide opportunity for continued professional growth and new or renewed intellectual achievement through study, research, writing, and training.

However, a faculty member does not automatically earn a sabbatical leave. Instead, it is an investment by the University in the expectation that the sabbatical leave will significantly enhance the faculty member's ability to contribute to the objectives of the University. There should be a clear indication that the improvements sought during a sabbatical will benefit the work of the faculty member, department, college, and the University. Only sabbatical leave proposals that meet this criterion will be accepted and approved by the University. Sabbatical leaves are supported as an investment in the future of the faculty member and the future of the faculty member's students at ~~The University of Oklahoma.~~

The purposes for which a sabbatical leave may be granted may include:

- Research on significant problems and issues.
- Important creative or descriptive work in any means of expression; for example, writing or painting.
- Postdoctoral study at another institution to update teaching skills.
- Other projects satisfactory to the University.

It should be demonstrated that such work cannot occur as effectively during the regular work schedule of the faculty member.

Normally, the University will not grant a sabbatical for the purpose of pursuing work on the terminal degree in the ~~person's faculty member's~~ academic field.

Adherence to the plan submitted by the faculty member is expected. Within two months of returning from leave, the faculty member shall submit to the Senior Vice President and Provost, through the chair or director and college dean, a report of activities undertaken, which will be used in evaluating future applications for sabbatical leaves.

A faculty member who is on sabbatical leave shall not be penalized on matters of salary consideration. The report on the sabbatical will be used in consideration for merit raises in subsequent years.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policy pertaining to the awarding of sabbatical leaves. The specific provisions pertaining to the policy and procedures for awarding sabbatical leaves are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.~~

(The following red text is included in both ~~both~~ the Norman Campus and Health Sciences Center Faculty Handbooks; the Health Sciences Center text appears in green)

### Conditions of Award

Approval of a sabbatical leave of absence with full or partial pay depends on the ability of the ~~applicant's~~ faculty member's college to absorb the financial obligation and on the college's ability to provide teaching without loss of quality.

A ~~person-~~ faculty member applying for a sabbatical leave and receiving a stipend for the same period from another institution or agency may still receive a sabbatical provided that it appears to the Senior Vice President and Provost that it is in the best interest of the University and will be needed to prevent financial loss to the ~~person-~~ faculty member obtaining the sabbatical.

Normally, ~~persons-~~ faculty on sabbatical leave at full pay may not receive additional compensation from within the University for teaching in Advanced Programs, Liberal Studies, Inter~~es~~ession, or other University programs, since such activities would diminish the sabbatical time for study and creative activity. However, the Senior Vice President and Provost may approve exceptions provided that it appears to be in the best interest of the University. ~~Persons-~~ Faculty on sabbatical shall resign from all councils, standing committees, and administrative advisory committees of the University, except graduate students' committees, in order to devote their full time to their projects. The obligation to supervise and advance the work of graduate students shall continue during the sabbatical leave.

~~As a condition of receiving approval of a sabbatical leave, the~~ sabbatical recipient shall sign a statement of commitment to return to the University for one year following the sabbatical or to remit the salary and cost of benefits received from the University during the sabbatical leave, unless this requirement is waived by the President, in writing.

### Benefits Payable

Employment benefits for faculty members on full sabbatical with salary will continue at full benefits levels. Employment benefits for faculty members on sabbatical leave at less than full salary will be as follows:

Health, Accidental Death/Dismemberment and ~~d~~Dental insurance will continue at full benefit level. Social Security contributions will be based on the actual salary paid, and the normal Defined Contributions Plan will be computed by reducing the salary that is exempt (normally the first \$9,000) in the same proportion to the sabbatical FTE. For example, for a faculty member on sabbatical leave at half pay for a year, the exempt salary will be reduced to \$4,500.

### Eligibility

The semesters that are counted toward eligibility for sabbaticals are the fall and spring semesters only and do not include the summer term.

After six years of service, faculty on nine-month appointments may be granted a sabbatical leave at half pay for a period not to exceed two semesters or at full pay not to exceed one semester. After six years of service, faculty on 12-month appointments may be granted a sabbatical leave at half pay for a period not to exceed 12 months or at full pay for a period not to exceed six months. The term “six years of service” refers to full-time appointments in a regular faculty appointment at ~~T~~the University ~~of Oklahoma~~, but not counting leaves of absence without pay. The term “six years of service” also includes other full-time service at ~~T~~the University ~~of Oklahoma~~ that has been included in the probationary period for tenure. Such service at other institutions of higher learning shall not be included.

A faculty member’s eligibility to apply for subsequent sabbatical leaves is established by length of service following return from the previous sabbatical leave in accord with the schedule referred to above. Occasional exceptions to the rule may occur when a faculty member who is otherwise formally determined to merit a sabbatical leave is obliged to postpone it for the convenience of the University. In exceptional cases, the President may determine the period of delay be considered as part of the period of service establishing eligibility to apply for the next sabbatical leave.

### Procedures

The procedure to be followed in applying for a sabbatical leave shall be as follows:

The faculty member shall apply to the department. After recommending approval or disapproval, the department chair or director shall submit the application to the college dean by February 1 for sabbaticals beginning in the following academic year or later and no later than July 15 for sabbaticals beginning the following spring semester. The dean will hold all applications for comparative review and recommend, by ranking in order of merit, to the appropriate Senior Vice President and Provost. The Senior Vice President and Provost may seek the advice of the Council on Faculty Awards and Honors. The Senior Vice President and Provost will recommend to the President, who will make recommendations to the Board of Regents for the April and September meetings respectively. (RM, 5-11-78, p. 14960; amended, 9-9-82, p. 17181; 4-12-84, p. 17876; 1-17-85, p. 18239; 7-23-87, p. 19826; 1-24-95, p. 24220)

## 2.2—FACULTY APPOINTMENTS

### 2.2.1—APPOINTMENTS ~~(3.5)~~

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all faculty appointments and related matters. The specific provisions pertaining to faculty appointments and related matters are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.~~

*(The ~~red~~ text below appears in ~~both~~ the Norman Campus ~~and HSC Faculty h~~ Faculty Handbooks) ~~gree bluen~~*

~~Any ~~r~~Regular faculty appointment(s) to an academic position must be ~~either~~ (a) a tenure-track appointment (beginning and terminating at a specified date) ~~or~~ (b) a tenured appointment (beginning with and following the granting of tenure) ~~or a~~ (c) renewable term /consecutive term appointment (renewable annually for a fixed term); and must be at the rank of assistant professor, associate professor, or professor. Temporary appointments with remuneration are also for specified periods.~~

3.5.1 Appointment of New Faculty - In the appointment of new faculty, action is initiated by the academic unit through the respective dean to the Senior Vice President and Provost, President, and in accord with the prevailing policies of the Board of Regents. The University follows the law of the land regarding ~~affirmative action (should this be equal opportunity. 2).~~

(a) ~~Official-Formal Offer~~ - The formal offer of appointment must come from the Senior Vice President and Provost or the President. The offer will include the statement that the appointment is contingent upon the approval of the University Board of Regents. Enclosed with the formal offer of rank and salary will be a copy of the Faculty Handbook, together with supplementary information on such matters as retirement, group insurance, and patents.

(b) Contract - If the appointment is approved by the Board of Regents, a Contract of Employment will be furnished to the applicant for signature if the ~~appointment- formal offer~~ is accepted. Included in this contract will be the approved rank and salary and a statement indicating that the applicant has read the Faculty Handbook along with the necessary additions to reflect policies current at the time of appointment and accepts appointment in accord with ~~the~~ University policies specified, with the understanding that policies of the University are subject to change by the Board of Regents. ~~(See also par. (a), Section 3.7.3).~~

3.5.2 Appointment Period for the Norman Campus - Faculty appointments for the academic year are made for the period August 16 through May 15, though the instructional period may not correspond

precisely to these dates. It is the responsibility of the appropriate chair or dean to notify each faculty member of the date the faculty member is expected to start work. The appointment period for the first semester ends December 31, even though the semester may end at a different time.

Some faculty members on the Norman Campus who have administrative responsibilities are appointed on a 12-month basis, for the period July 1 through June 30.

~~3.5.2.1 Appointment Period for the HSC Campus—Most faculty appointments at the Health Sciences Center are 12-month appointments for the academic year, July 1 through June 30. However, the instructional periods may not coorespond precisely to the faculty appointment dates. Some faculty are appointed on a 9- or 10-month basis. The appointment period for the second semester begins January 1, even though the semester may begin at a different time.~~

~~Summer session- term appointments for both campuses for the regular eight-week period are effective June 1 through July 31. Again, the appointment period does not coincide exactly with the instructional period.~~

3.5.3 Tenure-Track, Tenured, Renewable Term/Consecutive Term, and Temporary Appointments - Faculty appointments may be tenure-track, tenured, renewable term/consecutive term, or temporary. ~~Prior to the awarding of tenure all full-time faculty appointments with the title of assistant professor, associate professor, and professor are tenure-track appointments, except as provided in Section 3.5.3(a) below; following the award of tenure, such appointments are tenured.~~

~~For simplicity, the term “regular faculty appointment” is employed to refers to those appointments which that are either full-time tenure-track appointments or, tenured appointments, or renewable term/consecutive term appointments at the above-specified- academic ranks of assistant professor, associate professor, or professor.~~

(a) All other academic appointments are temporary and may be indicated by such titles as instructor, lecturer, ~~or~~ preceptor, or by the use of such adjectives as visiting, adjunct, ~~clinical (HSC Center)~~, affiliate, or acting. On the Norman Campus, temporary faculty may be appointed with either modified or unmodified titles as recommended by the academic unit in conformance with the Senior Vice President and Provost’s Recommended Faculty Title Usage policy. Persons holding temporary appointments are not eligible for tenure and their contract shall so specify.

~~(b) Except for faculty members with clinical/technical appointments, as defined by the academic unit involved, those appointed full-time to a temporary rank may serve a maximum of seven years in this rank, after which any additional appointment must be regular. The seven-year limitation on temporary appointments may be waived by the Senior Vice President and Provost with respect to clinical/technical appointments upon the application of the dean made with the approval of the academic unit involved and a showing that such a waiver would contribute to the accomplishment of the goals of the academic units in which the clinical/technical appointments are held. Renewable term/consecutive term faculty with the rank of assistant professor, associate professor-professor, or professor are regular faculty but are not are tenure track nor tenured. Any academic unit may request such faculty appointments, if the unit has dean~~

and Senior Vice President and Provost approved requirements for evaluation, and promotion of these faculty. Ranked (Assistant, Associate, Professor) renewable term faculty participate fully in all aspects of faculty governance except deliberations regarding tenure.

At no time may the number of renewable term faculty exceed ten percent of the number of tenure-track and tenured faculty on the Norman eCampus.

3.5.4 ~~Joint~~ Split Appointments - Appointments between two or more academic units or colleges are not only possible but are encouraged when they benefit the University, provided they (a) do not total more than 1.0 Full-Time Equivalent (FTE) and (b) are approved by all the units and colleges involved. Such appointments must have the approval of the appropriate administrative officials of all units involved.

Before a faculty member receives a ~~joint~~ split appointment, the appropriate academic units must first mutually determine, ~~and~~ record in writing, and secure administrative approval for, all conditions of the appointment pertaining to such matters as probationary period, criteria for tenure and promotion, and procedures for recommending salary increases and reappointment or non-reappointment. The appointee shall receive a copy of this agreement.

In the case of faculty members holding a ~~joint~~ split appointment, ~~one academic unit and college shall have primary responsibility for promotion and tenure. it is expected that the Chair/Directors and Committees A~~ from both units shall collaborate on one annual evaluation, one progress-towards-tenure letter, and one record for any other form of review and evaluation. In the case wherein there is disagreement between the academic units as to the appropriate evaluation, the next higher academic administrator shall resolve the conflict. For split appointments wherein both academic units are within the same college, this person shall be the academic dean of the college; for split appointments across two colleges or provost-direct academic units, this person shall be the Senior Vice President & and Provost.

3.5.5 Part-Time Faculty Appointments - A part-time faculty appointment is one at less than 1.0 Full-Time Equivalent (FTE). At the time of any part-time faculty appointment, the appointee and the University must reach a clear understanding of the terms of the appointment. This understanding shall be in writing and the appointee shall be given a copy.

~~ADJUNCT APPOINTMENTS NON-REGULAR FACULTY APPOINTMENTS ---Persons affiliated with the University faculty for special purposes; shall not be considered to hold appointments to the regular faculty; and shall be indicated by use of the title adjectives "Adjunct", "Visiting", or "Affiliate" prefixed to usual faculty titles; e.g., Adjunct Associate Professor or Visiting Assistant Professor. A non-regular Adjunct appointee shall have no voice or vote in faculty or department meetings and is not entitled to faculty fringe benefits or to achievement of academic tenure within THE DEPARTMENT IN department in which they the appointee holds such appointment. The term of appointment shall be temporary. (RM, 12-6-60, pp. 6704-05, edited; 3-29-00, p. 26909) (end NC text)~~

## FACULTY APPOINTMENTS-

## 3.3



(The text below appears in the Health Sciences Campus Faculty Handbook)

Faculty appointments may be tenure track, tenured, consecutive term, temporary or volunteer (see Section 3.3.3). The type of appointment will be determined by the academic unit in consultation with the appointee and with the approval of the dean, the Senior Vice President and Provost and the University administration.

(a) Full-time faculty appointments with unmodified academic titles (assistant professor, associate professor, and professor) shall be limited to those faculty who devote their full-time professional effort to direct University activities (see Section 3.6) and who are compensated by the University or University-approved sources.

(b) When service to the University (defined in Section 3.6.3) is used as a basis for full-time academic appointment, teaching, research, clinical activities, and/or administration of academic units must constitute a major part of the faculty member's assigned duties. Exemption from this provision may be made with the consent of the academic unit, the Dean of the College, and the Senior Vice President and Provost.

(c) Faculty who devote less than their full-time professional effort to direct University activities as defined above shall be eligible for faculty appointment with a modified academic title (visiting, adjunct, clinical, etc.).

(Regents, 1-26-99, 12-3-02)

(d) Volunteer faculty appointments have a modified academic title, and are without remuneration.

(Regents, 12-3-02)

### Appointment of New Faculty

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### 3.3.1

In the appointment of new faculty, action is initiated by the academic unit through the respective Dean to the Senior Vice President and Provost, and to the President, in accord with the prevailing policies of the University Regents.

Official Offer – The formal offer of appointment must come from the Senior Vice President and Provost or the President and will include the statement that the appointment is contingent upon the approval of the University Regents. The letter of offer will specify academic rank, appointment type (with tenure, tenure track, consecutive term, or temporary), beginning date of employment, salary, full-time equivalent, the length of pretenure period if tenure track (see Section 3.9.1 and 3.9.3), and any special conditions pertaining to the appointment. Enclosed with the formal offer will be a copy of the *Faculty Handbook*, together with supplemental information on such matters as faculty benefits.

Initial assignments as set forth in the letter of offer may be changed and do not constitute an agreement that the assignments will remain the same throughout the faculty member's employment.

(a) Contract – If the appointment is approved by the University Regents, faculty with regular (tenure track, tenured, or consecutive term) appointments will be furnished a Contract of Employment for signature. Included in this contract will be the approved rank and salary. The Contract will contain a statement indicating that the applicant has read the *Faculty Handbook* and accepts appointment in accord with the policies specified, with the understanding that policies of the University are subject to change by the University Regents. Any exceptions to these policies must be described in the Contract.

In addition to the Contract for Employment, the appointee will receive a written statement provided by the department chair defining the appointee's initial teaching research, professional/clinical service and administrative responsibilities and other special conditions pertaining to the appointment. The department chair will also provide tenured, tenure track and consecutive term appointees with copies of the department and college tenure and promotion criteria.

- (c) Compensation – The University recognizes that the professional effort of the faculty member may result in compensation in addition to the guaranteed base salary provided by the University. The conditions of such compensation are set out in each college's Professional Practice Plan and/or Faculty Compensation Plan.

(Regents, 7-15-96, 12-3-02)

### **Appointment Period**

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Most faculty appointments at the Health Sciences Center are 12-month appointments for the academic year, July 1 through June 30. However, the instructional periods may not correspond precisely to the faculty appointment dates. Some faculty members are appointed on a 9 or 10 month basis. The appointment period for the second semester begins January 1, even though the semester may begin at a different time. Summer session appointments for the regular eight-week period are effective June 1 through July 31.

It is the responsibility of the appropriate chair or dean to notify each faculty member of the date to start work.

(Regents, 7-15-96)

### **Tenure Track, Tenured, Consecutive Term, and Temporary Appointments**

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Full-time tenure track or tenured appointments are regular appointments.

- (a) Consecutive term appointments are regular appointments. All consecutive term appointments are non-tenure track. There are no restrictions placed on the number of renewable consecutive terms that may be served.

Eligibility for consecutive term appointments shall be determined by the academic unit, the dean, the Senior Vice President and Provost, and the University administration. This understanding shall be specified in the contract. The length of the consecutive term appointment shall end with the academic year.

- (b) No individual may be appointed to a regular faculty appointment until all Affirmative Action requirements have been completed.

Temporary appointments begin and end at specified times and do not extend beyond the end of each academic year. Temporary appointments do not require approval by the University Regents for salaries under \$60,000. No notice of non-reappointment is required for temporary appointees. Temporary faculty may not appeal non-reappointment to the Faculty Appeals Board. Except as noted in Section 3.3.7(c) all appointments less than 1.0 FTE are classified as temporary appointments.

Temporary appointments are indicated by titles such as instructor, lecturer, or associate, or are modified by such prefixes as visiting, adjunct, clinical, or acting. Other temporary titles are referred to in Section 3.2.1(b). Faculty on temporary appointments are not eligible for tenure and their letters of offer shall so specify.

Full-time faculty may serve a maximum of seven years in a temporary rank. Additional appointments must be regular (see 3.3.3(a)). The seven-year limitation on temporary appointments may be waived by the Senior Vice President and Provost, upon the application of the Dean, and with the approval of the chair of the academic unit involved and the concurrence of the individual faculty member affected.

(Regents, 7-15-96, 1-26-99, 12-3-02)

### Joint and Secondary Appointments

### 3.3.4

(a) Joint appointments – Joint appointments in two or more academic units or colleges are possible. Joint appointments consist of a primary appointment in two academic units or colleges, and cannot total more than 1.0 Full-Time Equivalent (FTE). Joint appointments must be approved by both academic units and colleges involved, the Senior Vice President and Provost, the President, and the University Regents consistent with the criteria below.

Before a faculty member receives a joint appointment, the appropriate academic units must mutually determine, record in writing, and secure administrative approval for the length of the pretenure period, and criteria for tenure, promotion, and reappointment or non-reappointment. The academic units must provide a written description of the faculty member's teaching, service, research and administrative responsibilities and other special conditions pertaining to the joint appointment. The faculty member shall receive a copy of this written statement.

(Regents, 7-15-96, 12-3-02)

(b) Secondary appointments – In recognition of teaching, research, or service contributions outside their primary department, faculty members may have one or more secondary appointments in other academic units. Secondary appointments are modified by such prefixes as adjunct or clinical.

(Regents, 12-3-02)

### **Part-Time Appointments**

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A part-time appointment is one at less than 1.0 Full-Time Equivalent (FTE), has a modified title, and is considered temporary (see 3.3.3 (d)). At the time of any part-time appointment, the faculty member and the University must reach a clear understanding of the terms of the part-time appointment. This understanding shall be in writing and the faculty member shall be given a copy.

(Regents, 7-15-96, 12-3-02) (end HSC text)

## 2.2.2—NON-ACADEMIC PERSONNEL

The President is authorized to recommend for the Board of Regents' approval certain non-academic personnel for designation to academic status. (RM, 1-4-62, p. 6980, edited)

2.2.3—RESERVE OFFICERS' TRAINING CORPS PERSONNEL, NORMAN CAMPUS

The senior line officer of each department (Army, Naval, and Air Force) shall be given the rank of Professor; the executive officer (next senior officer) shall be given the rank of Associate Professor; the other officers shall be given the rank of Assistant Professor or Instructor. Officers who arrive for duty and who are interested in undertaking graduate work may be designated as Special Instructors instead of Assistant Professors so they will not be precluded from receiving a graduate degree, which, under regulations of the Graduate College and the University, cannot be conferred on faculty members with academic rank higher than Instructor; non-commissioned officers and petty officers shall be given the title of Instructor.

An academic rank once assigned to an officer shall be retained by him or her during ~~his—the~~ entire tenure with the University unless he or she is promoted to a higher faculty position, even though a more senior line officer becomes either the commanding officer or executive officer, except when regulations of a branch of the Defense Department provide that only one officer may be designated as Professor and Associate Professor on a campus. (RM, 2-13-52, p. 4254-55; 6-25-70, p. 10379) July 29, 2002<sup>1</sup>

2.2.4—RESEARCH ~~PROFESSOR~~ FACULTY POSITIONS – NORMAN CAMPUS~~I~~DESCRIPTION

The research ~~professor~~ faculty position is a non-tenure track, with renewable term appointment at the rank of assistant professor, associate professor, or professor whose compensation is generated by grants and/or contracts. This track is used to recruit and retain top research scholars to support and enhance the major research programs and initiatives at ~~the University of Oklahoma~~. Candidates for these positions must demonstrate significant capability or potential both to conduct high quality research and to obtain external funds. The primary responsibilities of these faculty will be research; creative/scholarly activity and research-related activities such as proposal writing, project management, technology transfer; and teaching; and service and public outreach specifically linked to their research programs (for example, supervision of graduate students and service for professional organizations). Notwithstanding the term of

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<sup>1</sup> Why is this date here?

the appointment, the existence of any research professor position is at all times subject to the availability of grant, contract, or bridge funding, as provided below.

~~The procedure outlines below are the only route for appointing research professors.~~

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all research faculty appointments. The specific provisions pertaining to research faculty appointments and related matters are set forth in the Faculty Handbook—Norman Campus as approved by the Board of Regents. The provisions of this handbook is Regents policy. Any modifications to this Faculty Handbook must be made through action of the Board of Regents~~

*(The ~~red~~ text below will appear in the Norman Campus ~~f~~Faculty ~~H~~Handbook ~~the Health Sciences Center Faculty Handbook text appears in green).~~*

#### ~~H. Recruitment and Appointment process~~ of ~~r~~Research ~~f~~Faculty

Since this policy covers a position devoted primarily to research, with some related teaching, and service public outreach responsibility, it is expected that both the Vice President for Research and the Senior Vice President and Provost will have a determining role in the approval of personnel covered by this policy.

A University research group is eligible for a research ~~professor~~ faculty position when it can document that the group has a research program that can bring in sufficient funds to pay all costs of the program plus those of the proposed position for at least three years without additional Educational & General University funding.

In addition, the academic unit with which the research ~~professor~~ faculty is most closely allied shall have policies in place for recruiting, evaluating, and promoting research ~~professors~~ faculty at the ranks of assistant, associate, and full research professor. These policies shall be determined by the academic unit in conjunction with the director of the research program and Committee A and approved by the dean, Vice President for Research, and Senior Vice President & Provost.

Candidates for research ~~professor~~ faculty positions are to be recruited and appointed through a process similar to that used for hiring other temporary faculty, except as provided in this policy. The director of the research group will request from the Senior Vice President and Provost, in consultation with the Vice President for Research, permission to recruit for the position. The positions may be advertised in appropriate national publications, and applications shall be reviewed by a search committee chaired by the director of the research group funding the position. The search committee shall also consist of tenure track or tenured faculty within the academic unit and at least one tenure track or tenured faculty member from outside the academic unit. Applicants for these positions shall be considered eligible if they meet the required qualifications determined by the head of the research program and the other members of the search committee. The search committee shall recommend a candidate to the academic unit's Committee

A and ~~C~~chair/~~D~~director for approval. The Committee A and ~~C~~chair shall present the approved candidate, along with a recommendation for rank, to the tenured and tenure-track faculty for a vote.

Once the academic unit has made a recommendation and the academic dean has endorsed this recommendation, the credentials of the candidate and the final recommendation to hire ~~a~~ the candidate for the research professor faculty position shall be reviewed by the Research Council, whose recommendation shall be forwarded to the Senior Vice President and Provost for review prior to presentation to the President and the ~~OU~~ Board of Regents. All subsequent practices currently in place for temporary faculty appointments would apply in these cases as well. Contractuals documents shall state clearly these appointments will not become tenure track.

Research ~~professor~~ faculty appointments are temporary, renewable appointments not subject to the seven-year probationary period applicable to tenure-track faculty. Should a tenure-track position become available in the academic unit, an individual in a research ~~professor~~ faculty position is eligible to apply. Standard external search procedures for tenure track vacancies are to be rigorously followed.

#### III. Salary, Bridge Funding, Promotion, and Raises for Research Faculty

The salary awarded those appointed to these positions will be paid from the grant(s) and/or contract(s) funding the research program. Initial salary and rank will be commensurate with experience and national standards. Continued employment of a research ~~professor~~ faculty during the term of the contract will depend on the availability of external funding. In the event of a break in the continuity of funding during the period of a research professor's faculty member's appointment, the individual may apply, with the approval of his or her research unit, for bridge funding only after three years of service, subject to two limitations: (1) the individual will be eligible for bridge funding in an amount equal to one-half the total indirect cost generated by the grants and contracts on which he or she has been appointed, up to a maximum of 12 months' salary, and (2) the University will provide no more than 12 months of salary, regardless of the amount of indirect cost generated. The University will establish budgetary procedures for bridge funding. Academic units will not be required to assume any obligations for funding of research ~~professor~~ faculty salaries. All bridge funds shall come from a percentage of indirect costs set aside in an escrow account.

The budgetary considerations of these positions will follow the same path as do regular faculty appointments. That is, after a candidate is selected and approved from ~~by~~ the academic unit attained, the ~~financial~~ formal offer of appointment and budget agreement are subject to the approval and control of the appropriate budget ~~D~~dean and Senior Vice President and Provost.

Evaluation and promotion procedures for research ~~professors~~ faculty shall be those applicable to other temporary faculty, except that the nature of their non-tenure, renewable term appointments means that they will be evaluated and promoted primarily based on their research and funding productivity. Raises will be awarded in the same manner as they are for regular faculty.

#### IV. Governance Issues for Research Faculty



Research ~~professors~~ faculty (~~non-tenure-track, renewable term~~) do not have the same responsibilities and concerns as regular faculty, and they are excluded from participating in the governance roles within the University; i.e., research ~~professors~~ faculty are not governing faculty. Such faculty shall not be eligible to vote regarding departmental affairs, policies, and procedures, tenure, promotion, administrative searches, Committee A, the Faculty Senate, or other similar governance issues.

#### V. Caps on Research ~~PROFESSOR~~ Faculty Appointments POSITIONS

An initial cap on ~~these~~ research ~~professor~~ faculty appointments will be set at five percent of the number of all tenured/tenure-track faculty appointments on the Norman Campus. After a full evaluation of the program, the percentage may increase up to ten percent, but not beyond that point.

#### VI. Impact Evaluation

The impact of ~~these~~ research ~~professor~~ faculty appointments will be reviewed at regular intervals. The first such review will occur after three years; then review will occur every five years. These periodic evaluations will be undertaken by the Senior Vice President and Provost, the Vice President for Research, the University Vice President for Technology Development, and the Faculty Senate or their ~~or~~ above appointees ~~of~~ above. (RM, 5-7-99, p. 26381) (end NC text)

## 2.2.5—ENDOWED CHAIRS AND PROFESSORSHIPS

Faculty may be appointed to endowed chairs and professorships.

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### CRITERIA FOR SELECTION

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Specific criteria for the selection of occupants may be established for particular chairs as appropriate. To qualify for an endowed chair or professorship, a faculty member must be distinguished within a particular academic field or an interdisciplinary program.

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### SEARCH COMMITTEE

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The ~~Senior Vice President and Provost~~, with advice and counsel of the appropriate Senior Vice President & and Provost, the appropriate dean, and ~~department head~~ the appropriate chair/director, will appoint the Search Committee. Search Committees for occupants of endowed chairs and professorships shall be composed of (1) two faculty members from the academic unit concerned, (2) two outside individuals distinguished within the relevant area and appointed by the President, and (3) either the dean of the relevant college or a faculty member appointed by that dean. (The Board of Regents prefers and expects the dean to serve.)

At least one member will be from outside the University and at least one member from another college. The President and the Senior Vice President and Provost will meet with the Search Committee (and the dean and department head if appropriate) to hear their recommendations. The Senior Vice President and Provost, after consultation, may make a recommendation to the President. The President may approve and forward the appointment to the Board of Regents or ~~may~~ reject it and request further searching.

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### TERM OF THE AWARD

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For endowed chairs only, the appointee must be a tenured faculty member or must receive tenure on appointment to an endowed chair in accord with the applicable Faculty Handbook's Section 3.7.3 (e) Endowed professorships do not carry such stipulations. The term of an endowed chair, unless contract stipulations require otherwise, is continuous until retirement or until the endowment is withdrawn. (RM, 4-14-77, p. 14348; amended 6-15-78, p. 15036; 6-27-95, p. 24483)

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**FUNDING ENDOWED CHAIRS FROM PROFESSIONAL PRACTICE PLAN FUNDS**

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At the Health Sciences Center Campus, The transfer of professional practice plan funds to the Regents' Fund for the purpose of establishing and funding endowed chairs for the College of Medicine is authorized. (RM, 12-13-79, pp. 15796-97; 3-29-00, p. 26909 )

2.2.6—REAPPOINTMENT AND NON-REAPPOINTMENT ~~(3.5.6)~~

The red text below appears in the Norman Campus Faculty Handbook. The Health Sciences Center Faculty Handbook text appears in bluegreen.

Action on the reappointment of tenure-track and renewable term/consecutive term appointees is initiated by the academic unit through the respective dean to the Senior Vice President and Provost, President, and Board of Regents. Any final decision not to reappoint a faculty member ~~is~~ shall be determined by the Board of Regents

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**NOTIFICATIONS OF EXPIRATION ~~NON-REAPPOINTMENT~~ OF TENURE-TRACK OR RENEWABLE TERM/CONSECUTIVE TERM CONTRACT ~~(3.5.7)~~**

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- a) A faculty member with a regular appointment who is not to be reappointed for a second year of service must be so notified no later than March 1; or, if the first year of appointment terminates at a time other than the end of the academic year, not less than three months before the end of the appointment period.
- b) A faculty member with a regular appointment who is not to be reappointed to a third year of service must be so notified no later than December 15 of the second year of appointment; or, if the second year of appointment terminates at a time other than the end of the academic year, not less than six months before the end of the appointment period.
- c) A faculty member with a regular appointment who is not to be reappointed to a fourth or subsequent year of service must be so notified no later than May 31 of the year preceding the final year of appointment; or, in the case of an appointment ending at a time other than the end of the academic year, not less than twelve months before the end of the appointment period.
- d) All notifications of non-reappointment shall be given in writing by the Senior Vice President and Provost.
- e) If the notification practices prescribed in the foregoing paragraphs of this section are not followed, the faculty member may appeal to the Faculty Appeals Board.

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**Notifications of Non-Reappointment of Tenure Track or Consecutive Term Appointment**

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**3.3.8**

Action on the non-reappointment of individuals having a tenure track or consecutive term appointment is initiated by the chair of the academic unit through the respective dean to the Senior Vice President and Provost, President, and University Regents.

- (a) A faculty member with a tenure track or consecutive term appointment who is not to be reappointed for a second year of service must be notified by March 1. If the first year appointment terminates at a time other than the end of the academic year, notice must be given at least three months before the end of the appointment period.
- (b) A faculty member with a tenure track or consecutive term appointment who is not to be reappointed to a third year of service must be notified by December 15 of the second year of appointment. If the second year appointment terminates at a time other than the end of the academic year, notice must be given at least six months before the end of the appointment period.
- (c) A faculty member with a tenure track or consecutive term appointment who is not to be reappointed to a fourth or subsequent year of service must be notified by May 31 of the year preceding the final year of appointment. If the appointment ends at a time other than the end of the academic year, notice must be given at least twelve months before the end of the appointment period.
- (d) All notifications of non-reappointment shall be given in writing by the Senior Vice President and Provost.
- (e) The faculty member may appeal non-renewal of appointment to the Faculty Appeals Board only if notification practices prescribed in the foregoing paragraphs of this section are not followed.

(Regents, 7-15-96, 1-26-99, 12-3-02)

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#### RESIGNATION ~~(3-5-8)~~

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A faculty member who elects to resign his or her appointment ~~at the end of an academic year~~ is obligated to give notice in writing at the earliest possible opportunity, ~~(but not later than May 15, )~~ or thirty days after receiving notification of the terms of his or her appointment for the coming year, whichever date is the later. A faculty member may request a waiver of this requirement.

## 2.3—FACULTY EVALUATION

### 2.3.1—FACULTY EVALUATION, ADVANCEMENT IN SALARY, AND PROMOTION IN RANK ~~(3.11)~~

Faculty evaluation is a continuous process, both prior to and following the granting of tenure. An annual review of each faculty member's performance is the responsibility of the academic deans and the specific academic units. A systematic procedure for accomplishing such evaluations shall be developed in each academic unit, with the participation and approval of the dean and the Senior Vice President and Provost. The criteria for evaluation shall be carefully and clearly stated. ~~Although the criteria stated in Section 3.7.4 are basic to an on-going faculty evaluation system,~~ Specific faculty assignments within an academic unit and the specific mission of the a particular academic unit may modify the relative have different weight percentages of effort distributed across ~~given to any one~~ the areas of professional activity ~~(teaching, research and creative activity, service teaching, research, and creative, and scholarly activity; and professional and University service; and public outreach) if, in consultation with the dean and Senior Vice President & and Provost, this is determined to assist the entire University in best meeting its mission.~~

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policy pertaining to faculty evaluation, advancement in rank, and promotion in rank. The specific provisions pertaining to faculty evaluation, advancement in rank, and promotion in rank are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.~~

*(The ~~red~~-text below ~~should~~ appear in the Norman Campus Faculty Handbook) The Health Sciences Center Faculty Handbook text appears in blue green.*

All salary adjustments and promotions in rank shall be based on systematic evaluations of faculty performance.

#### 3.11.1 Salary Adjustments

(a) The most frequent reflection of a continuing faculty evaluation system is in the annual recommendations for merit salary increases. Deserving faculty should be rewarded, within the limits of the financial resources of the University, for meritorious performance.

(b) Each academic unit, with the participation and approval of the dean and the Senior Vice President and Provost, shall establish and publish specific criteria for evaluating faculty performance in that unit,

consistent with overall University evaluation procedures, so that any ensuing disagreements on salary recommendations will arise only through differences of opinion concerning evaluation and application of the criteria rather than over the criteria themselves. These criteria may be changed by the faculty of the unit from time to time with the approval of the dean and the Senior Vice President and Provost. The Senior Vice President and Provost's approval of the revised criteria shall indicate a date on which they become effective. The revised criteria for salary evaluation shall apply to all faculty beginning with the academic year following the effective date.

(c) Under no circumstances will merit increases in salary be based upon race, ~~sex~~, color, national origin, sex, age, creed, or religion, disability, political beliefs, or status as a veteran.

(d) At times when a faculty member is recognized with a special award designating a specific merit increase in salary to accompany the award, such special monetary award will be treated as additional to any increase recommended through normal procedures.

(e) In certain circumstances, merit salary increases may cause the salary of a faculty member to equal or exceed the salary of faculty in higher ranks. Such a situation is perfectly acceptable provided the salary levels are fair reflections of the respective merits in effort and achievement of the faculty.

### 3.11.2 Procedures for Recommendations on Salary Adjustments

Procedural guidelines for salary recommendations are as follows:

(a) The academic unit will annually collect (1) achievement data from all the academic unit's faculty and (2) evaluations of each ~~individual's~~ faculty member's performance from those who are in supervisory positions and from other sources agreed upon as suitable in departmental policy.

(b) For each faculty member, the ~~Chair~~ (along with Committee A, where appropriate) will prepare a recommendation based upon a comparison of faculty performance with University and departmental criteria (Section 3.10), and forward a documented recommendation to the dean.

(c) The dean will review each recommendation and notify the ~~Chair~~ of any changes or adjustments made.

(d) The salary recommendations from the college will be forwarded from the dean to the Senior Vice President and Provost for additional discussion, further recommendations, and administrative action.

(e) Each faculty member may request the reasons for the salary recommendation that was made. It is the duty of the chair to discuss such matters individually with the unit's faculty. These discussions should take place as soon as feasible following delivery of the official salary notifications ~~from the President's office.~~

### 3.11.3 Adjustments of Salary Inequities

Upon occasion, adjustments in salary may be needed to correct inequities caused by annual variations in available funds, changing conditions in the academic profession or in the economy, or other elements beyond the University's control. The responsibility for making adjustments, where needed, lies primarily with the dean, who, after consultation with the appropriate academic unit, recommends to the Senior Vice President and Provost specific salary adjustments to correct evident inequities. Such adjustments should be made as funds are available without causing disruption to the merit reward system.

### 3.8 SALARY ADJUSTMENTS

- (a) The most frequent reflection of a continuing faculty evaluation system is in the annual recommendations for merit salary increases. Deserving faculty should be rewarded, within the limits of the financial resources of the University for meritorious performance as set out in the specific criteria for evaluation of faculty performance (Section 3.9.4).
- (b) Under no circumstances will merit increases in salary be based upon race, color, national origin, sex, age, religion, disability, or status as a veteran.
- (c) In certain circumstances, merit salary increases may cause the salary of a faculty member to equal or exceed the salary of faculty in higher ranks. Such a situation is perfectly acceptable, provided the salary levels are fair reflections of the respective merits in effort and achievement of the faculty.



### Procedures for Recommendations on Salary Adjustments

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Procedural guidelines for salary recommendations are as follows:

- (a) The chair of the academic unit will annually collect (1) achievement data from all academic units' faculty and (2) evaluations of each individual's performance from those who are in supervisory positions and from other sources agreed upon as suitable in departmental policy.
- (b) For each faculty member, the chair will prepare a recommendation based upon a comparison of faculty performance with University and departmental criteria (Section 3.7) and forward a documented recommendation to the dean.
- (c) The dean will review each recommendation and notify the chair of any changes or adjustments made.
- (d) The salary recommendations from the college will be forwarded from the dean to the Senior Vice President and Provost for additional discussion, further recommendations, and administrative action.
- (e) The chair will discuss with each faculty member the reasons for the salary recommendation that was made. It is the duty of the chair to discuss such matters individually with each faculty member in the unit. These discussions should take place as soon as feasible following approval of the budget by the University Regents.

### Adjustments of Salary Inequities

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Upon occasion, adjustments in salary may be needed to correct inequities caused by annual variations in available funds, changing conditions in the academic profession or in the economy, or other elements beyond the University's control. The responsibility for making adjustments, where needed, lies primarily with the dean. After consultation with the appropriate academic unit, the dean recommends to the Senior Vice President and Provost specific salary adjustments to correct evident inequities. Such adjustments should be made as funds are available, without causing disruption to the merit reward system.

(Regents, 12-3-02)

### 3.12 Advancement in Rank

Advancement in rank is a major way in which the University recognizes a faculty member's achievements. A promotion is not a routine reward for satisfactory service but reflects a positive appraisal of high professional competence and accomplishment.

### 3.12.1 Criteria for Promotion

Decisions to promote a faculty member must be made in light of a thorough evaluation of his or her performance in all the areas of faculty activity. ~~(See Sections 3.6.1 through 3.6.3).~~

The candidate's performance is judged by all recommending parties against the academic unit's written statement of criteria for promotion to the rank in question, the approved written assignment for the candidate, and any special conditions pertaining to the candidate's appointment (See Section 3.7.3 (a)).

Each academic unit, in concert with the dean and the Senior Vice President and Provost, shall establish and publish specific criteria for promotion in that unit. These criteria may be changed for promotion in that unit from time to time with the approval of the dean and the Senior Vice President and Provost. The Provost's approval of the revised criteria shall indicate a date on which they become effective. The revised criteria for promotion shall apply to all faculty in the unit beginning with the academic year following the effective date. These statements of criteria determine the emphasis placed on the various areas of faculty activity, subject to the following conditions:

(a) Qualifications for promotion in all units should include attainment of high standards in ~~teaching; research or creative achievement; and professional service and University service~~ teaching; research; and creative and scholarly activity; and professional and University service; and public outreach; and the evaluation should be substantially the same process as followed in tenure considerations (Section 3.7.4).

(b) Service in a given rank for any number of years is not in itself a sufficient reason for promotion.

(c) Promotion should indicate that the faculty member is of comparable stature with others in his or her field at the same rank outside the University.

### 3.12.2 Procedures for Promotion Decisions

(a) Recommendations regarding advancement in rank shall originate in the academic units, by procedures to be determined by the Senior Vice President and Provost.

(b) The college dean or the Senior Vice President and Provost may, at his or her discretion, require an academic unit to initiate consideration of promotion for an individual faculty member. In such a case, the academic unit must forward a recommendation, whether or not it is favorable.

(c) While primary responsibility for gathering complete information on professional activity rests with the individual faculty member, the chair should assume a share of this responsibility to be certain that all promotion recommendations are initiated on the basis of full documentation. All such documentation must be considered by any person or group making a recommendation.

(d) All recommendations must be in writing and, with the exception of a recommendation based on any polling of the unit's faculty members, all must include a statement of reasons for the recommendation made. Notification of all such recommendations made above the level of the academic unit, up to and including the recommendation of the Senior Vice President and Provost, must be provided to the unit's chair.

(e) In all recommendations that are to be forwarded, the chair and Committee A members shall provide their recommendations. Each member shall record an independent opinion, by name, without obligation to represent majority departmental opinion. Reasons must be given for all recommendations.

(f) Whenever possible, a promotion should be accompanied by an appropriate increase in salary. If budgetary limitations make this impossible in any particular year, an adjustment should occur at the next budget period when funds are available. Promotions should not be delayed because of budgetary constraints. Conversely, promotions should be earned on their own right and not be used as substitutes for salary increases. (RM, 2-12-76, 10-6-77, 11-10-77, 2-16-78, 3-9-78, 6-15-78, 7-19-78, 12-14-78, 5-8-80, 3-18-81, 6-18-81, 7-22-81, 9-17-81, 9-9-82, 12-15-83, 3-8-84, 12-13-84, 12-12-85, 1-15-87, 7-23-87, 5-9-91, 6-13-91, 7-27-93, 6-27-95, 1-14-97, 3-29-00)

### **3.11 ADVANCEMENT IN RANK**

Advancement in rank is a major way in which the University recognizes a faculty member's achievements. A promotion is not a routine reward for satisfactory service but reflects a positive appraisal of high professional competence and accomplishment as judged and evaluated by individuals in the faculty member's profession, at the local regional and national or international level as appropriate to the rank being sought, and by individuals within the University (see Section 3.11.1). Promotion decisions are to be made independent from tenure decisions.

#### **3.11.1 Criteria for Promotion**

Decisions to promote a faculty member must be made in light of a thorough evaluation of his or her performance in all the areas of faculty activity (Sections 3.6.1, 3.6.2, and 3.6.3) as specified in the department and college promotion and tenure criteria and procedures. Promotion criteria for tenure track faculty will mirror those criteria for tenure contained in Section 3.9.4.

Each college and department must have a document that sets forth the standards and procedures governing promotion and tenure of faculty within that college and department. The college and department documents may specify standards that are more specific than those of the University, provided they do not conflict with the standards of the University, and the procedures must be consistent with the procedures described herein. The document must be approved by the faculty of the college, by the dean,

and the Senior Vice President and Provost. The document must be distributed to the faculty of the academic unit.

The candidate's performance should be measured against the following institutional criteria, in addition to the criteria defined in the college and department promotion documents:

Promotion to assistant professor is usually based on an advanced degree, and/or certifications(s) that are standard prerequisites for an academic appointment in their discipline, appropriate experience, and promise for academic accomplishment;

- (a) Promotion to associate professor usually is based on five (5) or more years as an assistant professor, a sustained record of academic accomplishment in teaching, research/scholarly achievement, and professional service, strong academic performance and promise. This record of accomplishment must document an emerging reputation of regional or national scope in the candidate's academic field. Professional publications will be an important element in assessing regional or national recognition, although other factors will also be considered.
- (b) Promotion to professor is a high honor, and usually is based on five (5) or more years as an associate professor and demonstration of superior achievements and continued excellence in their academic endeavors. Faculty at this rank should have fully achieved national or international recognition for work in their respective disciplines as evidenced by major contributions to teaching, research/scholarly achievement, and service.
- (c) Length of time in a given rank is not in itself a sufficient reason for promotion.
- (d) Promotion should indicate that the faculty member is of comparable stature with others in the same rank and discipline at peer institutions.

### **Procedures for Promotion**

### **3.11.2**

- (a) The process regarding advancement in rank shall originate in the academic units, according to procedures determined by the Senior Vice President and Provost.
- (b) The college dean or the Senior Vice President and Provost may require the chair of an academic unit to initiate consideration of promotion for an individual faculty member. In such a case, the academic unit must forward a recommendation, to the dean or Senior Vice President and Provost whether or not it is favorable.

(c) Primary responsibility for gathering complete information on professional activity rests with the individual faculty member. In general, documentation of the individual's academic accomplishments should include, but not be limited to the following:

- 1) Complete and up-to-date vita, including a summary of college and university degrees earned, all professional employment, all professional honors and awards, and an up-to-date list of books and journal publications by author in sequence. Manuscripts in press or submitted for publication and abstracts should be listed separately.
- 2) Letters of evaluation of academic performance in teaching, research/scholarly achievement, and service will be solicited by the chair after consulting with the candidate. Normally, there should be three (3) letters of evaluation from individuals outside the University of Oklahoma considered established authorities in the discipline who are in a position to evaluate the candidate's academic performance and suitability for promotion. These letters may be solicited from individuals who were not suggested by the candidate. There should be three (3) internal (or local) letters of evaluation particularly relevant to teaching and service.

Examples of documentation of teaching, research/scholarly achievement, and service accomplishments are noted in Section 3.9.5 (c) (3)(4)(5). The candidate is entitled to review the information in his/her promotion file.

(d) All faculty in the department who are of equal or higher rank to which the candidate is being considered shall meet for a discussion of the candidate's qualifications for promotion.

Formal consideration for promotion shall originate with the polling by secret ballot of all faculty of equal or higher rank to which the candidate is being considered in the candidate's academic unit, including when practical, those who are on leave of absence. The chair of the academic unit or other administrative personnel required to submit a separate promotion recommendation shall not participate in this vote.

(e) All recommendations from the academic unit, chair, dean, Senior Vice President and Provost, and President must be in writing. Reasons must be given for all recommendations except for a recommendation based on any polling of the unit's faculty members. In all recommendations that are to be forwarded, the chair shall provide a separate recommendation with supporting reasons. Recommendations of the dean and Senior Vice President and Provost must be provided to the unit as well as to the candidate.

(f) Whenever possible, a promotion should be accompanied by an appropriate increase in salary. Promotions should not be delayed because of budgetary constraints. Conversely, promotions should be earned on their own right and not be used as substitutes for salary increases.

(Regents, 7-15-96, 1-26-99, 12-3-02)

### 2.3.2—INSTRUCTIONAL EVALUATION - NORMAN CAMPUS

~~The Senate Committee on Teaching and Research recommends that the Senate adopt a resolution favoring the implementation of a University-wide program of instructional evaluation. This program should be a continuing one, should be mandatory for all instructional programs in the University, and should include evaluation by students. The Committee believes that responsibility for implementation of such a program should rest at the college level. Toward this end, the Senate should urge each college to establish a committee which will have representation from the faculty and student body of the college and which will have the responsibility for developing and implementing an evaluation program most suitable to the college's instructional activities.~~

~~In reviewing reports of evaluation programs of other universities it was noted repeatedly that, although there are few really objective criteria for teaching effectiveness, concern for effective teaching comes into prominence at all levels as departments, colleges and universities examine their criteria for good teaching, their procedures for reviewing it, and their stated expectations with regard to faculty performance. The fundamental importance of evaluation is to provide a feedback to the instructor on his work. In this way, the evaluation takes on a constructive role in improving teaching. In a secondary role, evaluation is necessary if we hope to be able to give appropriate recognition to quality of instruction.~~

As recommended by the Norman Campus ~~f~~Faculty ~~s~~Senate, there shall be a program of continuing instructional evaluation on the Norman Campus that includes course evaluation by students. Each college or other ~~p~~Provost ~~d~~Direct units offering instruction shall maintain a process of evaluation suitable to the college's or academic unit's instructional activities. This evaluation process shall 1) provide feedback to the instructor on his/her instruction and 2) provide information to chairs, directors, and Committee A in order to assess the quality of instruction within the academic unit and allow for appropriate recognition of excellent instruction. (RM, 12-14-72, pp. 11873-74)

### 2.3.3—FACULTY TENURE (3.7)

Tenure implies a mutual responsibility on the part of the University and the tenured faculty member. In granting tenure to a faculty member, the University makes a commitment to ~~his or her~~ the Faculty member's continued employment, subject to certain qualifications ~~(See Section 3.8)~~. The University expects that tenured faculty members will maintain the level of performance by which they initially earned tenure. In those exceptional cases, when it is recommended that a faculty member be permitted to reduce his or her employment to less than full-time and maintain a tenured status, specific ~~r~~Regential approval must be granted ~~(See 3.7.2.d)~~.

Faculty members accorded tenure will normally commence their tenure appointments in the academic year immediately following the action of the Board of Regents.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all tenure decisions. The specific tenure policies and recommendation procedures are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.~~

*(The ~~red~~ text below will appear in the Norman Campus ~~and HSC Faculty Handbook~~ green/blue)*

### Academic Tenure

After the expiration of a probationary period and a positive tenure review, ~~teachers or investigators~~ tenure track faculty may have be granted ~~permanent or continuous~~ tenure, and in which cases their services should be terminated only for adequate cause, except ~~in the case of retirement for age, or under~~ extraordinary circumstances because of financial exigencies. In the interpretation of this principle, it is understood that the following represents acceptable academic practice.

(a) The ~~precise~~ terms and conditions of every appointment should be stated in writing and be in the possession of both ~~institution~~ the University and teacher the faculty member before the appointment is ~~consummated~~ effective.

(b) Beginning with appointment to the rank of ~~full-time instructor or a higher rank~~ tenure track assistant professor or higher, the probationary period should ~~not exceed~~ typically be six ~~seven~~ years, including within this period full-time service in all institutions of higher education, but subject to the proviso that when, after a term of probationary service of more than three years in one or more institutions, a ~~teacher~~ faculty member is called to another institution, it may be agreed in writing that his new appointment is for a probationary period of not more than four years, even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum period of ~~seven~~ six years. Notices should be given at least one year prior to the expiration of the probationary period, ~~if the teacher is not continued in service after the expiration of that period.~~

*[Note - notification dates for non-reappointment are covered in 3.5.7]*

(c) During the probationary period, a ~~teacher~~ tenure track faculty member should have the academic freedom that all other members of the faculty have.

~~(d) Termination for cause of a continuous appointment, or the dismissal for cause of a teacher~~ regular faculty member previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused ~~teacher~~ faculty member should be informed before the hearing in writing of the charges against him and should have the opportunity to be heard in his own defense by all bodies that



~~pass judgment upon his case. He should be permitted to have with him an adviser of his own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars other regular faculty members either from his own or from other institutions. Teachers on continuous appointments Regular faculty members who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.~~

*(Note—Rather than rely on an old, poorly defined appeal process system, I believe that all appeals should be through the faculty appeal and grievance process. NLM)*

### 3.7.1 Definitions

(a) The term “tenure” means continuous reappointment to an achieved academic rank in accordance with the 1947 action of the Board of Regents of the University of Oklahoma. (See Section 2.8.1 above). It is hereinafter understood that tenure must be granted or denied by specific action of the University Board of Regents. Tenure is designed as a means to protect the academic freedom of faculty members. This is to say, tenure is a means to assure unfettered, unbiased, unencumbered search, verification, and communication of truth by professional scholars and teachers. Tenure is designed to provide faculty members with freedom from political, doctrinaire, and other pressures, restraints, and reprisals which would otherwise inhibit the independent thought and actions in their professional responsibility of search, verification, and communication of truths.

(b) The term “probationary period” refers to the period of employment in an academic rank prior to the time tenure is granted for those faculty hired as tenure track faculty. Notwithstanding different uses of the term elsewhere (as in some statements of the American Association of University Professors), the probationary period does not include any period of employment following the awarding of tenure.

(c) The term “prior service” means academic employment at an institution of higher education (including The University of Oklahoma) before the first appointment in the effective probationary period as a tenure track faculty member at the University of Oklahoma.

### 3.7.2 Eligibility for Tenure

(a) All ~~employees~~ tenure track faculty of the University ~~who hold a regular full-time academic rank at the level~~ of assistant professor or above are eligible for tenure.

(b) It is understood that a faculty member who has been granted tenure by ~~the University of Oklahoma~~, and thereafter accepts an administrative post within the University, retains tenured status as a member of the faculty.

(c) When an initial appointment is made to a position which is primarily administrative; but carries with it academic rank of assistant professor or above, specific understanding should be reached at the time of offer with the individual concerned and agreed to in writing by the Senior Vice President and Provost,

the dean, the chair/director, and the faculty of the appropriate academic unit as to whether the individual will be reviewed for tenure at the proper time and what conditions must be met before there is tenure eligibility.

Whenever a ~~regular~~ tenure track -faculty member during the probationary period assumes primary administrative responsibilities, agreement should be reached in the same manner. Likewise, whenever an administrator is given academic rank at any time following the initial appointment, the same would apply.

(d) It is understood that a faculty member who has been granted tenure by ~~the University of Oklahoma~~ and thereafter changes from full-time appointment to a volunteer or part-time faculty appointment forfeits tenured status unless the change is temporary or results from the faculty member's being in phased retirement.

### 3.7.3 Probationary Periods

(a) The "Contract of Employment" furnished to a candidate for appointment to ~~the~~ a tenure-track faculty position shall specify, in addition to the rank and salary, the length of the probationary period entailed in the appointment and any special conditions pertaining to the appointment. All such conditions must be set forth in writing by the Senior Vice President and Provost whenever any faculty appointment is offered.

(b) The probationary period for a faculty member whose effective date of appointment is later than the start of the academic year but no later than the first day of the second semester will be considered as dating from the beginning of the first semester, provided that the department or division in question and the Senior Vice President and Provost agree. ~~records in writing its prior agreement to such an arrangement.~~ If the effective date of appointment is later than the first day of the second semester, the probationary period shall begin with the first semester of the next academic year.

(c) For a faculty member ~~who is eligible for tenure~~ being appointed to a tenure track position, and whose initial appointment is at the rank of assistant professor or associate professor, the probationary period shall be six academic years, or twelve regular semesters, except in cases noted below ~~in paragraph~~.

(d) Included in the probationary period is prior full-time service (up to a maximum of three years) in professorial ranks at other institutions of higher education unless the faculty member requests in writing at the time of the first regular appointment that such service should not be included and the academic unit, the dean, and the Senior Vice President and Provost approve. Included also is prior regular, full-time service (up to a maximum of three years) which the appointee may have performed in the past at ~~the~~ the University of Oklahoma in the rank of instructor assistant professor or above unless the faculty member requests in writing at the time the faculty member is most recently appointed to a tenure-track position that such service should not be included and the academic unit, the dean, and the Senior Vice President and Provost approve.

Prior full-time service as ~~instructor~~ assistant professor or in a comparable non-professorial rank at other institutions of higher education; and prior full-time service on temporary appointments at the rank of

~~assistant professor at the University of Oklahoma will~~ may be counted as part of the probationary period if this arrangement is agreed upon in writing at the time of the first regular appointment. The parties to such an agreement are the appointee, the faculty and the chair/director of the appropriate academic unit, the dean, and the Senior Vice President and Provost.

~~(de)~~ In certain ~~unusual~~ extraordinary cases, tenure may be awarded to faculty members of ~~extraordinarily~~ exceptionally high merit prior to the end of the sixth probationary year. The Chair/Director of the academic unit must obtain approval from the dean and Senior Vice President and Provost prior to having a faculty member submit a dossier for review. Any academic unit's recommendation to award tenure before the end of the usual probationary period should be accompanied by an accounting of compelling reasons for this action. If the University's decision at that time is not to confer tenure, however, the faculty member in question may, subject to continuation or renewal of contract, continue to serve in the probationary period; and be considered for tenure again without prejudice.

~~(ef)~~ A new faculty member appointed at the rank of professor or associate professor may be given tenure from the date of appointment, or the probationary period may be set at two, three, or four years; when prior service in a professorial rank at another institution is less than three years. Persons with three or more years of such prior service may have a probationary period of no more than three years. The probationary period's length shall be set by the tenured members of the appointee's academic unit, subject to agreement by the dean and Senior Vice President and Provost, at the time of formal offer of appointment. If a majority of the unit's tenured faculty members favor tenure upon appointment, the determination of tenure shall be made in the regular fashion; ~~as specified in Section 3.7.5.~~

~~(fg)~~ Whenever ~~an untenured part-time~~ a non-regular or renewable term faculty member ~~converts from part-time to full-time~~ is hired into a tenure track position following a faculty search, with the rank of assistant professor or above, specific written understanding must be approved by the Senior Vice President and Provost as to if and how the period of ~~part-time non-regular or renewable term~~ service will be counted toward satisfying the probationary period for tenure.

~~(gh)~~ A maximum of one year of leave of absence without pay may be counted as part of the probationary period, provided the department ~~Chair/ or -division Head~~ school Ddirector in question records in writing its prior agreement and secures administrative approval from the dean and Senior Vice President & and Provost. Leaves of absence without pay counted as part of the probationary period must entail appropriate evaluation of professional activities carried out during the leave.

~~If a tenure track faculty member takes pregnancy leave, the probationary period prior to a tenure decision may be extended for one year.~~ At the written request of the faculty member and with the approval of the academic unit, dean, and Senior Vice President and Provost, a tenure track faculty member may be granted an extension of the probationary period because of such circumstances such as family and or personal crises or pregnancy.

~~(hi)~~ During the probationary period, a faculty member will be provided by the ~~Chair/Ddirector~~ of the academic unit with both an annual, written evaluation of performance during the past calendar year, and a

~~progress towards~~ towards ~~tenure letter that reviews their~~ tenure letter that reviews the faculty member's entire probationary period at OU the University.

Such annual evaluation from the most recent spring evaluation cycle shall be provided prior to the applicable notification deadline for reappointment, with a copy sent to the dean.

(i) A faculty member at any rank who submits a tenure dossier and is denied tenure shall be retained on the faculty until the end of the academic year following that in which there was notification of the denial, unless there are reasons ~~(under Section 3.8)~~ to the contrary.

~~(j)~~ (k) Faculty members accorded tenure will normally commence their tenured appointments in the academic year immediately following the Regents' action of the Board of Regents.

### 3.7.4 Criteria for the Tenure Decision

The choices that the University makes in granting tenure are crucial to its endeavors toward academic excellence. A decision to grant tenure must reflect an assessment of high professional competence and performance measured against national standards. Tenure should never be regarded as a routine award.

The tenure decision shall be based on a thorough evaluation of the candidate's total contribution to the mission of the University. While specific responsibilities of faculty members may vary because of special assignments or because of the particular mission of an academic unit, all evaluations for tenure shall address the manner in which each candidate has performed in:

- (1) Teaching ~~(See Section 3.6.1)~~
- (2) Research or and Creative/ Scholarly Activity Achievement ~~(See Section 3.6.2)~~
- (3) Professional and University Service and Public Outreach ~~(See Section 3.6.3)~~

Above all else, it is essential to any recommendation that tenure be granted that the faculty member has clearly demonstrated scholarly attainment, primarily but not exclusively through teaching and research ~~or and creative/ scholarly activity achievement.~~

Each academic unit, with the participation and approval of the dean and the Senior Vice President and Provost, shall establish and publish specific criteria for evaluating faculty performance in that unit, so long as those criteria are in accord with this policy. These criteria may be changed by the faculty of the unit from time to time with the approval of the dean and the Senior Vice President and Provost. The Senior Vice President and Provost's approval of the revised criteria shall indicate a date on which they become effective. The revised criteria shall apply to all faculty in the unit appointed to the tenure-track after the effective date. Untenured faculty in the tenure-track on the effective date shall be subject to the revised criteria in instances where the changes affect only the process by which the unit ascertains the quality of individual faculty performance. When the revisions involve changes in the quality of faculty

performance required for granting tenure, faculty already in the tenure-track shall remain subject to the previous criteria unless these faculty consent to the new criteria ~~by written statement in writing~~.

In those cases, in which specific assignments might limit the faculty member's involvement in any area of faculty responsibility, a written understanding to this effect should be filed in the ~~Provost's~~ Office of the Senior Vice President and Provost, approved by the dean and the chair of the academic unit at the time the assignment is made.

The award of tenure carries with it the expectation that the University shall continue to need the services the faculty member is capable of performing and that the financial resources are expected to be available for tenured employment. It also carries the expectation that the faculty member will maintain or improve upon the level of ~~attainment~~ achievement which characterized the qualifications for tenure.

### 3.7.5 Procedures for the Tenure Decision

(a) A faculty member who is eligible for tenure consideration should be notified by the chair of the academic unit ~~at least five weeks~~ by May 15 before the initial vote by the faculty member's colleagues (see (f) below).

(b) At the time of notification, the candidate for tenure shall be requested to submit material which will be helpful to an adequate consideration of the faculty member's performance or professional activities in relationship to the tenure criteria. The candidate should be advised to consult with the chair or any other senior colleagues concerning the materials to include. It should be made clear, however, that responsibility for the contents resides with the candidate.

(c) The ~~C~~chair is responsible for providing a minimum of ten copies of the candidate's material (as described in the Senior Vice President and Provost's "Call for Tenure Recommendations") and making them available for review by the voting members of the academic unit at least two weeks prior to the vote. Following the vote, these copies (along with the academic unit's recommendation forms) shall be forwarded ~~as follows: the original to the appropriate dean for transmittal to the Provost and nine copies to the Campus Tenure Committee .~~

(d) Preceding the vote, all tenured faculty voters who are available shall meet for a discussion of the candidate's qualifications for tenure. It is assumed that the eligible voters will have studied the candidate's materials prior to the meeting.

(e) The candidate should not be present during the discussion of his or her qualifications. The candidate should be available, however, to enter the meeting on invitation to answer questions or clarify circumstances relevant to the qualifications.

(f) Formal consideration for tenure shall originate with the polling by secret ballot of all tenured members of the candidate's academic unit, including, when practical, those who are on leave of absence. If it is proposed to consider a tenure recommendation prior to the candidate's ~~sixth probationary~~ tenure decision year, after obtaining the ~~D~~dean's and Senior Vice President and Provost's preliminary approval to

consider an early tenure decision, the tenured members of the unit shall hold a preliminary vote on whether ~~or not~~ to do so, and consideration of early tenure will proceed only if a majority of tenured faculty members favor such consideration. Subsequently, in any formal poll of tenured faculty taken prior to the candidate's ~~sixth probationary~~ designated tenure decision year, no tenure recommendation will be forwarded unless a majority of those polled favor granting tenure. Whatever the result of the faculty poll taken during the ~~sixth probationary~~ designated tenure decision year, it will be forwarded. In all cases, the result of the vote must accompany the recommendation. The numerical result of the formal secret ballot polling shall be provided to the candidate at the candidate's request.

(g) The chair and Committee A shall submit a separate recommendation with supporting reasons.

(h) While primary responsibility for gathering complete information on professional activity rests with the individual faculty member, the chair or designated committee or mentor should assume a share of this responsibility to be certain that all tenure recommendations are initiated on the basis of full documentation, which must be considered by any person or group making a recommendation.

(i) All recommendations shall be in writing and, with the exception of the faculty recommendation resulting from the secret poll, reasons for the recommendations must be stated. At the time recommendations are made at any stage of the review process, notification of such recommendations must be provided to the chair and the individual candidate. It shall be the responsibility of the chair to inform the faculty of the unit about recommendations made at the various stages of the review process.

(j) Copies of the academic unit recommendations and all appropriate documentation upon which recommendations were based will be forwarded to the appropriate dean. The dean will attach a recommendation to the tenure materials and forward all materials to the Campus Tenure Committee with supporting reasons and will notify the candidate and the chair of the unit of the recommendation.

(k) The main purpose of the Campus Tenure Committee is to provide faculty advice on whether ~~or not~~ the academic unit's recommendation with regard to both substance and process is sustained by the accompanying documentation and is consistent with the approved tenure criteria of the academic unit and the University (~~Section 3.7.4~~). If it determines that the documentation is inadequate, the Campus Tenure Committee may request more information from the academic unit.

(l) The Campus Tenure Committee will attach its recommendations to the tenure materials and forward all materials to the Senior Vice President and Provost with supporting reasons and will notify the candidate, the chair of the unit, and the college dean of its recommendations.

(m) The Campus Tenure Committee will be composed of nine tenured faculty members on staggered three-year terms. The Faculty Senate appoints two new members each year, and the President appoints one new member each year.

(n) In determining its recommendation, the Campus Tenure Committee may request information or advice from any person. Committee members from the originating academic unit of a case under consideration will absent themselves from discussions regarding that case.

(o) The existence of the Campus Tenure Committee in no way limits the rights of administrative officers to solicit advice from faculty members in determining their recommendations.

(p) In any tenure case where the Senior Vice President and Provost plans to submit to the President a recommendation contrary to that of the Campus Tenure Committee, the Senior Vice President and Provost shall so notify the Campus Tenure Committee, allowing sufficient time and opportunity for the Senior Vice President and Provost and the Campus Tenure Committee jointly to conduct a thorough discussion of the case before the Senior Vice President and Provost presents a final recommendation to the President. If after such a discussion the Senior Vice President and Provost and the Campus Tenure Committee are in disagreement, the President or the Committee may request a meeting between the President and the Campus Tenure Committee before the President makes a final recommendation to the Board of Regents.

(q) At any stage of the tenure review process, the concerned faculty member may appeal in writing to the Faculty Appeals Board if it is believed that procedural violations have occurred in the case or that violations of academic freedom have occurred. If it is believed that there has been discrimination on the basis of race, color, national origin, sex, age, religion, disability, ~~national origin~~ political beliefs, or status as a veteran, the faculty member may file a written appeal with the ~~Affirmative Action~~ University Equal Opportunity Officer. Such appeals must be made within 180 calendar days after discovery of the alleged violation, and the review process will be suspended until a resolution is effected. Such an appeal shall not have the effect of extending the faculty member's terminal year, should tenure be denied.

(r) The President will notify each faculty member by May 31 whether tenure has been granted, except when appeals make this impossible.

(The text below is in the Health Sciences Campus Faculty Handbook.)

## **FACULTY TENURE**

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Tenure implies a mutual responsibility on the part of the University and the tenured faculty member. In granting tenure to a faculty member, the University makes a commitment to his or her continued employment subject to certain qualifications (Section 3.12). The University expects that tenured faculty members will maintain the level of performance by which they initially earned tenure. Unless otherwise agreed to in writing by the chair of the academic unit, the dean of the college, the Senior Vice President and Provost, the President, and the University Regents, only the portion of annual base salary paid by the University of Oklahoma is committed in the award of tenure.

### **Definitions**

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The term *tenure* means continuous reappointment to an achieved academic rank in accordance with the 1947 action of the Regents of the University of Oklahoma. Tenure must be granted or denied by specific action of the University Regents.

Tenure is designed as a means to protect the academic freedom of faculty members and to assure freedom of scholarship and teaching by professional scholars and teachers. The right to academic freedom does not diminish the faculty member's responsibilities under Section 3.5 Faculty Accountability.

- (a) The term *pretenure period* refers to the period of employment at the University of Oklahoma in a tenure track appointment prior to the time the faculty member is evaluated for the granting of tenure. Tenure track faculty have a pretenure period of six (6) years. In rare circumstances, the chair of the academic unit, and dean may request that a faculty member receive an extension of the pretenure period, not to exceed three (3) years. Notwithstanding different uses of the term elsewhere (as in some statements of the American Association of University Professors), the pretenure period does not include any period of employment following the awarding of tenure.
- (b) The term *prior service* means academic employment at an institution of higher education (including the University of Oklahoma) before the first appointment in the effective pretenure period at the University of Oklahoma.



### **Eligibility for Tenure**

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Faculty of the University who hold a regular tenure track appointment and who devote full-time effort to University activities (Section 3.6) are eligible for tenure consideration provided they are assigned to devote at least 50 percent of their time to teaching and/or research for the University of Oklahoma and maintain this requirement during the entire pretenure period.

- (a) At the request of the faculty member and with the approval of the chair of the academic unit, the dean, and the Senior Vice President and Provost, faculty members receiving consecutive term appointments may be changed to the tenure track in which case all University policies relating to tenure shall apply. With the approval of the chair of the academic unit, dean, and Senior Vice President and Provost, up to three (3) years of academic service in a consecutive term appointment may be credited toward the pretenure period.
- (b) At the request of the faculty member and with the approval of the chair of the academic unit, dean, and Senior Vice President and Provost, faculty members who are in the tenure track may be changed to a consecutive term appointment at any time during the six (6) year pretenure period, but prior to the initiation of procedures for tenure decision (see Section 3.9.5). A faculty member who changes from a tenure track appointment to a consecutive term appointment will not be eligible for future tenure consideration.
- (c) Before a regular faculty member assumes primarily administrative duties during the pretenure period, a written agreement must be reached between the faculty member, the chair of the academic unit, the dean, and Senior Vice President and Provost, as to whether the faculty member will be reviewed for tenure, at what time, and under what conditions.

### **Pretenure Periods**

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- (a) Full-time tenure track faculty will generally have a pretenure period of six (6) years.

The first year of the pretenure period for a faculty member whose effective date of service is between July 1 and December 31 will be that academic year. If the effective date of service is between January 1 and June 30, the first year of the pretenure period will begin with the next academic year.

- (b) In certain circumstances, the chair of the academic unit and dean may request an extension of the pretenure period not to exceed three (3) years.
- (c) For assistant professors, the pretenure period may include up to a total of three years in prior full-time service in a consecutive term or tenure track appointment at the OUHSC or in professorial ranks at another institution. For associate professors and professors up to a total of four years prior service may be included (see Section 3.2.5(c)). The faculty member may request in writing at the time of the first regular tenure track appointment that prior service be included. Inclusion of prior service requires approval by the chair of the academic unit, the dean, and the Senior Vice President and Provost.
- (e) Prior full-time service as instructor or in a comparable non-professorial rank at other institutions of higher education may be counted as part of the pretenure period if requested by the applicant and approved in writing by the chair of the academic unit, dean, and Senior Vice President and Provost at the time of the first regular appointment.
- (f) Ordinarily, prior full-time service on temporary appointments at the University of Oklahoma is not counted in the pretenure period but may be if requested by the applicant and approved in writing by the chair of the academic unit, dean, and Senior Vice President and Provost.
- (g) A new faculty member appointed at the rank of professor or associate professor may be granted tenure from the date of appointment. The determination of tenure shall be made as specified in Section 3.9.5 (b) through (r).
- (h) Tenure may be awarded to faculty members of high merit prior to the end of the pretenure period. An academic unit's recommendation to award tenure should be based on exceptional performance for at least two years at the University of Oklahoma. If tenure is not awarded, the faculty member may, subject to contract continuation or renewal, continue to serve in the pretenure period and be considered for tenure again without prejudice.
- (i) Whenever a non-tenured part-time faculty member changes from part-time to full-time tenure track status, specific written understanding must be approved by the Senior Vice President and Provost as to how the period of part-time service will be counted toward satisfying the pretenure period for tenure.
- (j) A maximum of one year of leave of absence without pay may be counted as part of the pretenure

period, provided the chair of the academic unit in question records in writing the agreement with the faculty member to count the leave of absence, including how the professional activities carried out during the leave will be appropriately evaluated by the chair, and secures approval by the dean and Senior Vice President and Provost.

- (k) If a tenure track faculty member takes extended leave, the pretenure period prior to a tenure decision may be extended for one year at the written request of the faculty member with the approval of the chair of the academic unit, dean, and Senior Vice President and Provost.
- (l) A faculty member at any rank who is denied tenure shall be retained until the end of the academic year following that in which tenure was considered, (i.e. the terminal year) unless the faculty member is dismissed according to Section 3.12. An appeal of denial of tenure shall not have the effect of extending the faculty member's terminal year.

Under certain extraordinary circumstances due to the University's clinical care, service, or teaching obligations, a faculty member who has been denied tenure may be granted a consecutive term or temporary appointment upon recommendation by the chair of the academic unit, dean, and Senior Vice President and Provost and approved by the University Regents.

- (m) Faculty members awarded tenure will normally commence their tenured appointments in the academic year immediately following the University Regents' action.

### **Criteria for the Tenure Decision**

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The choices that the University makes in granting tenure are crucial to its endeavors toward academic excellence. A decision to grant tenure must reflect an assessment of high professional competence and academic performance measured against national standards in the discipline or professional area. Tenure should never be regarded as a routine award based upon length of service.

The tenure decision shall be based on a thorough evaluation of the candidate's total contribution to his/her college and the mission of the University and the candidate's adherence to the fundamentals of faculty accountability as noted in Section 3.5. While specific responsibilities of faculty members may vary because of special assignments or because of the particular mission of the academic unit, all evaluations for tenure shall address the manner in which each candidate has performed in:

- (1) Teaching (Section 3.6.1)
- (2) Research/Scholarly Achievement (Section 3.6.2)

(3) Professional Service (Section 3.6.3)

All candidates for tenure must have displayed a record of substantial accomplishment in each of the three areas (teaching, research/scholarly achievement, and professional service) and evidence of excellence in two areas. Above all else, it is essential to any recommendation that tenure be granted that the faculty member has clearly demonstrated scholarly attainment in teaching, research/scholarly achievement and service.

Each college, with the participation and approval of the dean and the Senior Vice President and Provost, shall establish and publish specific criteria for evaluating faculty performance in that college, including specific expectations for evaluation of faculty performance in teaching, research/scholarly achievement and service. The document must be distributed to the faculty in that college. These criteria must be in accord with and do not supersede the criteria described in this section. The criteria for tenure will be in full force unless an exception is specified in writing. It should be noted that the criteria which the departments and colleges establish normally reflect more specific standards for both promotion and tenure than those described in general terms in the *Faculty Handbook*, 3.9.4 and 3.9.5. Consequently, all faculty should become familiar with the departmental, college, and University criteria.

Any exception that faculty will be evaluated on their performances in the three areas of teaching, research/creative achievement, and professional service must be documented in writing at the time the assignment is made, agreed upon by the faculty member and the department chair, and approved in writing by the dean, and Senior Vice President and Provost.

As part of the overall promotion and tenure process, the department chair should provide junior faculty with advice on a regular basis as they develop their careers. Annual written evaluations of junior faculty by department chairs are essential to the faculty development process, and are an annual requirement each department chair must fulfill.

If the criteria for tenure are changed by the University Regents during a faculty member's pretenure period, the faculty member may elect to be evaluated under the criteria approved by the University Regents in effect at the start of his/her pretenure period.

The award of tenure carries with it the expectation that the University will continue to need the services of the faculty member, and that the financial resources will be available for continuous employment. It also carries the expectation that the faculty member will maintain or improve upon the level of attainment which characterized the qualifications for tenure. The performance of all faculty, both

prior to and following the granting of tenure, is to be evaluated annually as part of the University's faculty evaluation process (Section 3.7).

### **3.9.5 Procedures for Tenure Decision**

- (a) The chair of the academic unit shall notify a faculty member who is eligible for tenure consideration at least eight weeks before the initial vote by the faculty member's colleagues. (See (f) below)
- (b) The chair of the academic unit will request the candidate for tenure to submit material which will be helpful to an adequate consideration of the faculty member's performance or professional activities in relationship to the tenure criteria. It is the responsibility of the candidate to provide accurate, thorough, and clear evidence of achievements for review at the departmental college and university levels. The candidate is advised to consult with the chair and any other senior colleagues concerning the materials to include.
- (c) In general documentation of the individual's academic accomplishments should include, but not be limited to the following:
  - 1) Complete and up-to-date vita, including a summary of college and university degrees earned, all professional employment, all professional honors and awards, and an up-to-date list of books and journal publications by author in sequence. Manuscripts in press or submitted for publication and abstracts should be listed separately.
  - 2) Letters of evaluation of academic performance in teaching, research/scholarly achievement, and service should be solicited by the chair after consulting with the candidate. Normally, there should be three (3) letters of evaluation from individuals outside the University of Oklahoma considered established authorities in the discipline who are in a position to evaluate the candidate's academic performance and suitability for tenure. These letters may be solicited from individuals who were not suggested by the candidate. There should be three (3) internal (or local) letters of evaluation particularly relevant to teaching and service.
  - 3) Documentation of teaching accomplishments should reflect the candidate's contribution, quality, innovation, or impact of teaching. This might include summary documentation of teaching evaluations by students, notation of teaching awards, description of teaching responsibilities, and materials and techniques which are unique and demonstrate innovative approaches or outstanding quality in undergraduate, graduate, professional instruction (e.g. integration of multimedia into courses, development of web-based content and course materials, computer software

development, creation of innovative laboratory exercises and simulation techniques).

- 4) Documentation of research/scholarly accomplishments should reflect the level and quality of the candidate's research/scholarly achievement. Recognition of research/scholarly achievement accomplishments could be demonstrated by invitations to chair or organize symposia, edit books or journals in the professional discipline, publications in peer-reviewed journals, participation as a presenter in national/international symposia, conferences, and professional meetings, etc., as well as the candidate's ability to acquire extramural grant or contract funds, as a principal or co-principal investigator, through peer review mechanisms.
- 5) Documentation of professional/clinical service contributions should reflect the level and quality of the candidate's professional and/or clinical service contributions. Documentation might consist of leadership positions in local, state, or national associations; service on advisory boards for granting agencies; outstanding college or university committee work; consultantships; clinical leadership as evidenced by serving as head of a division, department, or specific clinic service; evidence of acquisition, introduction or development of new health care techniques, procedures or clinical approaches; development of community health-related outreach programs; improvement in clinical management; documentation of increased referrals; demonstrable improvement (quality, utilization, access) in delivery of health care; publication of case studies, monographs, reviews, and book chapters; etc.

Responsibility for gathering complete documentation of professional activity rests with the individual faculty member. The chair shall assist the faculty member in determining what to include in the tenure documentation. The chair may also solicit information to include with the candidate's tenure documentation. The candidate is entitled to review the information in his/her tenure file.

- (d) The chair is responsible for providing copies of the candidate's complete tenure file to each of the voting members of the academic unit at least two weeks prior to the vote.
- (e) All tenured faculty in the department who are available shall meet for a discussion of the candidate's qualifications for tenure. The candidate shall not be present during the discussion of his or her qualifications but shall be available to enter the meeting on invitation to answer questions or clarify circumstances relevant to the qualifications.

Formal consideration for tenure shall originate with the polling by secret ballot of all tenured members of the candidate's academic unit, including when practical those who are on leave of absence. The chair of the academic unit or other administrative personnel required to submit a separate tenure recommendation shall not participate in this vote.

At times the small number of tenured members of an academic unit prevent appropriate academic unit tenure review. In such instances the dean of the college, in consultation with the chair of the academic unit involved, shall establish an *ad-hoc* tenure review committee to serve as the candidate's academic unit for purposes of voting on tenure.

When a tenure proceeding is initiated prior to the last pretenure year and the result of the faculty vote is negative, that information shall not be forwarded, and the tenure consideration will be deferred. The result of the faculty vote taken during the last pretenure year will be forwarded to the dean, and a tenure consideration will proceed.

- (f) The chair shall submit a separate recommendation with supporting reasons.
- (g) All recommendations shall be in writing and, with exception of the faculty recommendation resulting from the confidential poll within the department, reasons for the recommendation must be stated at the time recommendations are made. At the time recommendations are made at each stage of the review process (Chair, Campus Tenure Committee, Dean, Senior Vice President and Provost, President), written notification of such recommendation must be provided to the chair and to the individual candidate by the person or committee making the recommendation.
- (h) Copies of the academic unit recommendations and all appropriate documentation upon which recommendations were based will be forwarded to the appropriate dean. Each dean will have an advisory council for tenure review and may request information and advice from any source.
- (i) Upon receipt of the advisory council recommendation the dean will attach a recommendation with supporting reasons to the tenure materials, including the recommendation of the advisory council, and forward all materials to the Campus Tenure Committee, and will notify the candidate and the chair of the academic unit of the recommendation. After due deliberation, the dean may recommend to grant tenure, to deny tenure, or to defer tenure consideration for a specified period of time.
- (j) The Campus Tenure Committee will be composed of thirteen tenured faculty members (two from each college, excluding the Graduate College, and one from the Tulsa campus) on staggered three-year terms selected by the President from nominations from the Faculty Senate.
- (k) In determining its recommendation, the Campus Tenure Committee may request information or advice from any source. To avoid a conflict of interest, Campus Tenure Committee members from the originating academic unit shall not attend discussions nor vote on candidates from their own

academic unit. The tenure file will be returned to the academic unit for remedy or correction if there are defects found in the academic unit's recommendation.

- (l) The Campus Tenure Committee shall provide the Senior Vice President and Provost with input as to whether the academic unit's recommendation is consistent both as to substance and process with the approved tenure criteria (Section 3.9.4).
- (m) The Campus Tenure Committee will attach its recommendation to the tenure materials and forward all materials to the Senior Vice President and Provost with supporting reasons and will notify the candidate, the chair of the unit, and the college dean of its recommendations.
- (o) In determining their recommendation, the Senior Vice President and Provost and University administration may request information and advice from any source.
- (p) If the Senior Vice President and Provost plans to submit a recommendation contrary to that of the Campus Tenure Committee, the Senior Vice President and Provost shall notify the Chair of the Campus Tenure Committee in time to allow a thorough discussion before this recommendation is made.
- (q) The recommendation of the Senior Vice President and Provost will be submitted to the President. After due deliberation, the Senior Vice President and Provost may recommend to grant tenure, to deny tenure, or to defer tenure consideration for a specified period of time.
- (r) If the President plans to submit a recommendation contrary to that of the Campus Tenure Committee, the President shall notify the Committee in time to allow the Committee to request a hearing with the President prior to his making a recommendation, if the Committee so desires.
- (s) The faculty member under review may appeal in writing to the Faculty Appeals Board at any time during the tenure review process if he or she believes that procedural violations occurred or academic freedom was violated. Appeals on these bases must be made within 30 calendar days after discovery of the alleged violation.

He or she may appeal discrimination on the basis of race, color, sex, age, religion, disability, national origin, or status as a veteran to the University Equal Opportunity Officer. Appeals on these bases must be made within 180 calendar days after discovery of the alleged violation.



The tenure review process is suspended while an appeal to either the Faculty Appeals Board or University Equal Opportunity Officer is pending. Where the tenure appeal prevents the tenure process from being completed before the end of the terminal year (Section 3.9.3(l), the appeal shall not extend the faculty member's terminal year even if the appeals process is not completed. Should tenure ultimately be granted, the faculty member will be reinstated.

- (t) The President will notify the faculty member, chair, dean and Senior Vice President Provost by May 31 of the tenure decision, except when appeals make this impossible.

(Regents, 7-15-96, 1-26-99, 12-3-02) (end HSC text)

### 2.3.4—POST-TENURE REVIEW – NORMAN CAMPUS

**Purpose**

Post-tenure review at ~~the University of Oklahoma, Norman Campus,~~ is a periodic peer-based evaluation of tenured faculty, for the purpose of guiding career development and, when judged necessary, improving faculty performance. The post-tenure review process is based on and extends the annual evaluation of faculty described in ~~Section 3.11 of the~~ [Norman Campus Faculty Handbook] through two processes: (1) a retrospective review of faculty performance in ~~teaching, research/creative activity and service teaching, research, and ereative-creative/and~~ scholarly activity; and professional and University service; and public outreach over the five years preceding the review, and (2) a formative evaluation for future professional growth.

For all faculty, post-tenure review provides a formal opportunity for self-assessment and discussion with peers about professional development. For those faculty whose performance is judged to be below expectations, the evaluation leads to the formulation of a professional development plan, the purpose of which is to assist the faculty member to raise his or her level of performance to meet or exceed the expectations for tenured faculty.

Post-tenure review is mandatory for all tenured faculty who are reviewed under Section 3.11 of the Norman Campus Faculty Handbook, unless they have signed an agreement to retire within the two years following the year of the scheduled review or have entered into a formal phased retirement agreement with the University.

Bearing in mind the value and importance of academic freedom and procedural due process to the well being and success of the academic community, the University acknowledges and supports in principle the policies and procedures set forth in the AAUP's Standards for Good Practice in Post-Tenure Review. Post-tenure review is not a re-evaluation of a faculty member's tenure status, nor is it intended as means to effect programmatic change. The post-tenure review process will be carried out in a manner that is consistent with the University's policies on academic freedom and responsibility (~~Section 3.2 of the see Faculty Handbook~~) and on faculty evaluation (~~Section 3.11 of see~~ the Norman Campus Faculty Handbook). Post-tenure review will be based on the criteria for annual review established by the faculty of the unit and approved by the administration.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policy pertaining to post tenure review. The specific provisions pertaining to post tenure review are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents~~

*(The ~~red~~ text below will appear in the Norman Campus Faculty Handbook. Health Sciences Center Faculty Handbook text appears in green.)*

#### Timing

##### ~~When Accomplished~~

Post-tenure reviews shall be initiated immediately following the completion of the annual faculty evaluation process.

#### Normal Review

Each faculty member shall undergo post-tenure review in the fifth year after the year in which the faculty member is awarded tenure or promotion, whichever is later, and every fifth year thereafter. Annually, the ~~Office~~ of the Senior Vice President and Provost will identify those faculty to undergo a normal post-tenure review, and establish and publish a time schedule for completing the required steps in the post-tenure review process.

#### Early Review

A post-tenure review shall be initiated earlier than the normal review cycle under the following circumstances:

- (a) If the composite or overall rating of a tenured faculty member's performance on the annual evaluation is below expectations (2.00 or less on a 0-5 scale) for two consecutive years, an early post-tenure review will be initiated immediately as an extension of the annual evaluation. Candidates for early post-tenure review will be identified by Committee A as part of the annual faculty evaluation process and reported to the unit's budget dean. However, Committee A may request from the dean permission to postpone initiation of an early review for one year if, in their opinion, the early review is not justified due to circumstances that Committee A enumerates in its request to the dean. With the approval of the dean, the initiation of an early review shall be postponed one year. If the review is postponed and the faculty member is judged to have performed to expectations in this third year, no early review will be required. If performance continues below expectations, the early review will be conducted immediately following the third year annual evaluation.
- (b) A tenured faculty member may request an early review for the purpose of professional development. Such reviews are not subject to the mandatory professional development plan, nor to the sanctions provisions of this policy.

#### Level of the Review

The review will be conducted by a Post-Tenure Review Committee composed of the members of Committee A, the chair or director of the unit or units in which the faculty member holds an appointment, unless another arrangement has been approved in writing by the budget dean(s), and the Senior Vice President and Provost. Provided, in exceptional cases, as determined by the Senior Vice President and Provost, a senior faculty member outside such unit but within the college shall be added to the Post-Tenure Review Committee, such member being chosen by the tenured faculty member under review from a list of three candidates selected by the Senior Vice President and Provost.

The results of the review will be forwarded simultaneously to the budget dean(s) and the Senior Vice President and Provost. All recommendations for actions must be forwarded to the dean(s) for approval.

### Components of the Review

Post-tenure review dossiers shall consist of the following elements:

(a) Annual evaluations and mini-vitae for the previous five years. The annual evaluations and the accompanying mini-vitae from the five years previous to the review will constitute the primary sources of information about the faculty member's performance. The post-tenure review will take into account the numerical evaluations (on a scale of 0-5) for: teaching; research, scholarship and creative activity; professional, university and administrative service; and the composite evaluation reflecting the relative weights of the three categories.

(b) A self-appraisal by the faculty member being reviewed. A written statement prepared by the faculty member will constitute a central element of the post-tenure review dossier. This statement is intended to serve two purposes: provide a formal opportunity for the faculty member to reflect on his or her professional career and contributions to the University; and serve as a source of information to the Post-Tenure Review Committee to assist in helping the faculty member develop professionally. In this statement, the faculty member should describe his or her past contributions to the unit(s) to which he/she is appointed and to the University, assess the current state and direction of his or her career, and discuss what he or she has planned professionally for the next five years. This self-appraisal should include an evaluation of his or her past performance in the areas of ~~teaching, research (including scholarship and creative activity) and service~~ teaching; research; and creative/ and scholarly activity; and professional and University service; and public outreach; a statement of professional goals for the next five years; and an explicit discussion of how achieving those goals will advance his or her professional career and contribute to achieving the goals of the unit(s) to which he or she is appointed and the University as a whole. This document is not intended to be a contract but only a source of information to the Post-Tenure Review Committee to assist it in helping the faculty member to develop professionally.

(c) The faculty member's current complete curriculum vitae.

(d) Sabbatical leave reports. The report of activities and accomplishments of any sabbatical or other leaves that occurred during the interval being reviewed should also be included.

(e) Post-tenure Review Evaluations. A copy of the evaluations by the Post-Tenure Review Committee from the faculty member's previous post-tenure review(s), if any.

(f) Final Reports. A copy of previous professional development plans, if any.

### Expectations

Faculty are expected to perform in all categories of the annual evaluation and achieve a composite evaluation of 2.01 or higher on a criterion-referenced scale of 0-5. The criteria should be specified in the

approved evaluation criteria of the unit(s) to which the faculty member is appointed. As required under Section 3.1.1 of the Faculty Handbook, academic units should communicate carefully and clearly to their faculty the specific criteria for evaluation of the unit that are used for the basis of the annual evaluation.

When and only when a faculty member's five-year average composite evaluation is lower than 2.01, the faculty member shall be required to develop and participate in a professional development plan as described herein.

#### Feedback

All faculty members undergoing post-tenure review will be provided with written and verbal feedback about how they are developing as professionals and how the Post-Tenure Review Committee evaluates the professional goals of the faculty member in relation to the goals and mission of the unit and the University. Within thirty days of completing its review of the faculty member's dossier, the Post-Tenure Review Committee will provide the faculty member with a written evaluation of his or her past performance, current status, and future professional goals. In addition, within thirty days of providing the faculty member its written evaluation, the Post-Tenure Review Committee will meet with the faculty member to discuss the findings of the review.

#### Professional Development Plan

A professional development plan is intended to assist a faculty member whose performance is not meeting expectations to bring his or her performance up to the expected level. Participation in a professional development plan is mandatory for faculty members who, during post-tenure review, are found not to meet the expectations for faculty performance. Other faculty members may request, from Committee A, permission to participate in a professional development plan on a voluntary basis to assist in their professional development. Voluntary professional development plans are not subject to the sanctions described herein and shall not alter the cycles of the normal and/or early review or otherwise affect those processes.

#### Process

The professional development plan should be prepared cooperatively between the faculty member and the Post-Tenure Review Committee. The faculty member should prepare a draft of the plan and submit it to the Post-Tenure Review Committee within 30 calendar days after his or her initial meeting with the Post-Tenure Review Committee to discuss the results of the post-tenure review. The Post-Tenure Review Committee must prepare a final plan, in negotiation with the faculty member, and submit it to the budget dean(s) for approval within 60 calendar days after the initial meeting between the Post-Tenure Review Committee and the faculty member to discuss the results of the post-tenure review, and within 30 calendar days of its initial receipt of the draft plan from the faculty member. Should the faculty member disagree with the final plan prepared by the Post-Tenure Review Committee, he or she may write an appeal to be submitted to the budget dean(s) along with the plan, setting forth the reasons for disagreement.

The dean(s) must notify the faculty member and the Post-Tenure Review Committee, in writing, as to whether ~~or not~~ the final plan is approved. If the plan is not approved, the faculty member

and the Post-Tenure Review Committee must be notified in writing of the reasons for non-approval and the process described in the previous paragraph should be repeated until approval is obtained.

Following approval of the plan, the Post-Tenure Review Committee must meet with the faculty member and explain both the contents of the plan, including the expected time line, and the consequences to the faculty member of failure to attain the goals of the plan. Reasonable University resources to support implementation of professional development plans will be provided by the Senior Vice President and Provost and the dean of the college. A faculty member shall have the two full annual evaluation cycles following the date the plan is approved to accomplish the goals of the plan and to bring his or her performance up to expected standards.

#### Content of the Plan

The professional development plan should include the following components:

- (a) Goals and expectations.
- (b) Proposed activities.
- (c) A time line for the plan.
- (d) Resources that will be made available to the faculty member to assist with completion of the plan.
- (e) An explanation of the consequences of failure to attain the goals of the plan. This provision is not applicable for a voluntary professional development plan.
- (f) Signatures of the faculty member, the members of the Post-Tenure Review Committee, and the budget dean(s) verifying an understanding of the plan.

#### Monitoring, Follow-up, and Final Report

Formal written evaluation of the faculty member's progress towards meeting the goals of the professional development plan will take place as part of the annual evaluations of the faculty member following the beginning of the plan. Since less than a year will have elapsed between the implementation of the plan and the next annual faculty evaluation, that evaluation and the subsequent annual evaluation shall be used by the Post-Tenure Evaluation Committee as an opportunity to provide written feedback to the faculty member on his or her progress in meeting the goals of the plan. The final assessment of the faculty members' progress in meeting the goals of the plan shall occur during the third annual faculty evaluation after implementation of the plan. Following this third annual evaluation, a written report will be issued by the Post-Tenure Review Committee to the faculty member, with copies to the dean(s), explaining the outcome of the plan.

#### Sanctions

Failure of the faculty member to meet the goals specified in the plan and to bring his or her performance up to the level expected may lead to the initiation of the Abrogation of Tenure Severe Sanctions process as outlined in Section 3.8 of the Faculty Handbook. The results of the professional development plan,

including, without limitation, the final report, shall be relevant evidence in such a proceeding. In tenure abrogation proceedings, the University retains the burden of persuasion to show cause, as defined by the Faculty Handbook. Provided, nothing in this policy shall be construed to limit or restrict the University's authority to undertake the ~~Abrogation of Tenure and Severe Sanctions~~ process set forth in ~~subsections (a) through (e) of Section 3.8 of the Faculty Handbook.~~

Alternative actions, such as resignation or retirement from the University, may be negotiated and implemented with approval of the budget dean(s), ~~and the Senior Vice President and Provost, President, and Board of Regents.~~

#### Review of Post-Tenure Review Policy and Procedures

The above Post-Tenure Review Policy will be jointly reviewed by the Faculty Senate and administration at least every five years and, if continued, will be evaluated every five years thereafter with respect to its effectiveness in supporting faculty development and redressing problems of faculty performance, the time and cost of the effort required, and the degree to which in practice it has been effectively cordoned off from disciplinary procedures and sanctions. (RM, 5-7-99, p. 26389) ~~(end NC text)~~

### 2.3.5— ABROGATION OF TENURE, DISMISSAL BEFORE EXPIRATION OF A TENURE-TRACK APPOINTMENT OR RENEWABLE TERM/CONSECUTIVE TERM APPOINTMENT, AND OTHER SEVERE SANCTIONS ~~(3.8)~~

The University strives to exercise great care in selecting its faculty appointees and to confer tenure ~~only upon~~ only those faculty members who have demonstrated their merit for tenured appointment. For that reason, severe sanctions such as a dismissal proceeding involving a tenured faculty member (abrogation of tenure) or of a faculty member during a tenure-track appointment or of a renewable term/consecutive term faculty member ~~will~~ should be an exceptional event. It is also recognized, however, that a few faculty members may, from time to time, ~~be guilty of offenses engage in improper conduct of lesser gravity~~ which requires severe sanctions short of dismissal. Such sanctions may include but are not limited to loss of prospective ~~benefits~~ privileges for a stated period (for instance, loss of eligibility for a sabbatical leave of absence, loss of remunerated consultative privileges, loss of remunerated private practice privileges, ~~etc.~~); restitution (payment of damages due to individuals or to the ~~institution~~ University); a fine; a reduction in salary; or suspension from service for a stated period, without other prejudice. As in the case of dismissal, the imposition of severe sanctions short of dismissal should be viewed as a serious and infrequent step usually undertaken only after administrative remedies and minor sanctions have failed.

While extreme action will be required infrequently, the University must be prepared for such an eventuality, so that both the integrity of the University and the rights of the faculty member may be preserved. Toward this end, the faculty must be willing to recommend severe sanctions ~~upon or dismissal~~ of a colleague when necessary. By the same token, the President and the Board of Regents shall give all reasonable consideration to faculty ~~judgments~~ recommendations.

Only the Board of Regents has the power to ~~abrogate tenure or impose severe sanctions, or to dismiss a faculty member who has tenure or whose tenure track appointment has not expired. It is the University's policy that~~ The Board of Regents shall exercise this power only in cases where ~~they~~ it determines that there exists sufficient cause for such action or when there exists a demonstrably bona fide condition of financial exigency requiring termination of a tenured appointment.

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**TERMINATION OF TENURED APPOINTMENT ON GROUNDS OF FINANCIAL ~~EXIGENCY~~  
EMERGENCY (3.8.1)**

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See Financial Emergency Policy in Section 4 of Regents Policy Manual.<sup>2</sup>

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<sup>2</sup> This statement seems better suited for a footnote



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**GROUNDS FOR ABROGATION OF TENURE, DISMISSAL, AND OTHER SEVERE SANCTIONS**  
**(3-8-2)**

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A faculty member against whom the imposition of a severe sanction is to be brought, or whose dismissal is to be requested, must have given such cause for the action as relates directly and substantially to his or her professional capabilities or performance. It is not possible to specify all proper grounds for these drastic measures. Proper reasons for dismissal of a faculty member who has tenure or whose tenure-track or renewable term/consecutive term appointment has not expired include the following:

- a) Professional incompetence or dishonesty;
- b) Substantial, manifest, or repeated failure to fulfill professional duties or responsibilities;
- c) Personal behavior preventing the faculty member from satisfactory fulfillment of professional duties or responsibilities;
- d) Substantial, manifest, or repeated failure to adhere to University policies; including, for example, the University's Compliance Program.
- e) Serious violations of law which are admitted or proved before a ~~competent court~~, of competent jurisdiction or the administrative hearing body established to hear such matters, which preventing the faculty member from satisfactory fulfillment of professional duties or responsibilities or violations of a court order, when such order relates to the faculty member's proper performance of professional responsibilities;
- f) Changes in the University's educational function through action of the Board of Regents of the University and/or the Oklahoma State Regents for Higher Education which result in the elimination of an academic unit. In such instances, the University will make every reasonable effort to reassign affected faculty members to positions for which they are properly qualified before dismissal results from such elimination.
- g) For any Health Sciences Center faculty member, being placed on the United States Department of Health and Human Services' list of excluded individuals and entities, in which case the University will take quick and decisive action by terminating the faculty member's employment. The faculty member may request a Faculty Appeals Board Hearing following termination.

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**GROUNDNS FOR SUMMARY SUSPENSION ~~(3.8.3)~~**

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Suspension of a faculty member or assignment to other duties in lieu of suspension is justified only if immediate harm to the faculty member or to others is threatened by that person's continued performance of regular duties, or if the faculty member has failed to adhere to the University's Compliance Program. The faculty member may, on request ~~and at the convenience of the department~~, be relieved of some ~~or all~~ professional duties if this is necessary to provide time for the preparation of a defense. Summary suspension does not remove from the University the obligation to provide due process within a reasonable period of time following action.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policy pertaining to the abrogation of tenure, dismissal before expiration of a tenure-track or renewable term/consecutive term appointment, and severe sanctions. The specific provisions pertaining to procedures for these actions as well as faculty appeals and grievances related thereto are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.~~

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**INITIAL PROCEDURES FOR ABROGATION OF TENURE, DISMISSAL BEFORE EXPIRATION OF A TENURE-TRACK APPOINTMENT OR RENEWABLE TERM/CONSECUTIVE TERM APPOINTMENT, AND OTHER SEVERE SANCTIONS. ~~(3.8.4)~~**

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~~The Board of Regents of the University of Oklahoma is constitutionally vested with governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policy pertaining to the abrogation of tenure, dismissal before expiration of a tenure-track or renewable term/consecutive term appointment, and severe sanctions. The specific provisions pertaining to procedures for these actions are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents.<sup>3</sup>~~

*(The ~~red~~ text below will be included in the ~~f~~Faculty ~~h~~Handbooks of ~~both~~ the Norman Campus.) and ~~t~~The Health Sciences Center ~~F~~aculty Handbook text appears in green text)*

### 3.8.4 Initial Procedures

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<sup>3</sup> Why repeat here?

(a) When reasons arise to question the fitness of a faculty member who has tenure, ~~or whose tenure-track appointment has not expired, or whose conduct may warrant the imposition of a other severe sanctions,~~ the appropriate administrative officer(s) ordinarily shall discuss the matter with the faculty member in personal conference, at which time the matter may be terminated by mutual consent. If a mutually acceptable result is not forthcoming, and if the President decides that there still is reason to question the faculty member's fitness or professional behavior, the President shall so inform the Chair of the Faculty Appeals Board. The Chair shall then, following consultation with the individual, academic unit(s), and administrators concerned, schedule a pre-hearing conducted by the Faculty Appeals Board Hearing Committee. The Hearing Committee shall informally and confidentially inquire into the situation to effect a possible adjustment (the principal is encouraged to seek the assistance of the University Ombudsperson). If it fails in this, the Hearing Committee shall advise the President whether in its view formal proceedings should be instituted.

~~The Chair shall then, following consultation with the individual, academic unit(s), and administrators concerned, schedule a pre-hearing conducted by the Faculty Appeals Board Hearing Committee. The Hearing Committee shall informally and confidentially inquire into the situation to effect a possible adjustment (the principal is encouraged to seek the assistance of the University Ombudsperson). If it fails in this, the Hearing Committee shall advise the President whether in its view formal proceedings should be instituted.~~

(b) If the Hearing Committee recommends formal proceedings, or if the President favors such proceedings despite a contrary recommendation from the Hearing Committee, the President or the President's ~~delegate~~ designee shall frame with reasonable particularity a statement of charges. The President may ask the aid or advice of the Hearing Committee in framing the charges.

(c) The faculty member in question shall then be informed in writing by the President of the commencement of formal dismissal or sanction proceedings and of the alleged grounds for the proposed action. The hearing shall take place as described in ~~Section 3.9.1(H)~~ this policy. (end NC text)

## 2.4—FACULTY APPEALS & GRIEVANCES

### 2.4.1—FACULTY APPEALS AND GRIEVANCES ~~(3.9)~~

#### NORMAN CAMPUS

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#### PROCEDURES ~~(3.9.1)~~

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##### WHO MAY USE PROCEDURE

The grievance procedures described herein shall be available to any aggrieved party who is a Norman Campus faculty member, academic unit, administrative unit, or other duly constituted faculty body within the Norman Campus University community, when the respondent is also a Norman Campus faculty member, academic unit, administrative unit, or other duly constituted faculty body within the Norman Campus University community. Violations covered by this procedure include but are not limited to academic freedom and academic due process violations. Such violations may occur in the course of performing professional duties or in the process of being considered or evaluated for ~~recommendations regarding reappointment~~, salary increase, promotion, tenure, or other personnel decisions in which a party has reason to believe there has been ~~unjust-unlawful~~ discrimination, harassment, violation of due process or academic freedom, or other grievance.

Complaints by or against employees who are not faculty members and by or against students shall be addressed under the applicable ~~employee-staff~~ or student procedures. Faculty members serving as chairs, directors, deans, or in other administrative positions may not utilize these procedures in filing a grievance when the grievance is based upon actions related to their administrative performance.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policy pertaining to faculty appeals and grievances regarding the abrogation of tenure, dismissal before expiration of a tenure track or renewable term/consecutive term appointment, severe sanctions, reappointment, salary increase, promotion, tenure, or other personnel decisions in which a party has reason to believe there has been unjust discrimination, harassment, violation of due process or academic freedom, or other grievance are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Board Regents policy in a Faculty Handbook must be made through action of the Board of Regents~~

*(The ~~red~~-text below will be included in the Norman ~~and HSC-Campus~~ Faculty Handbooks ~~green-blue~~.)*

(a) b) Filing of Complaint (See Also Section H)

Individuals or units having complaints are encouraged to raise them with their department head/chair, academic dean, administrative supervisor, or the ~~Affirmative Action Officer (AAO)~~ University Equal Opportunity Officer. The University Ombudsperson serves as a resource on University grievance procedures/policies and provides an opportunity for neutral resolution and mediation. Persons having complaints are encouraged to seek informal resolution through regular administrative channels or through mediated resolution with the ~~o~~ombudsperson.

Complaints unresolved administratively or through the ombuds service and which solely involving harassment based on race, ethnicity, or sex or discrimination because of race, national origin, sex, color, age, religion, disability, political beliefs, or status as a veteran must be filed with the ~~Affirmative Action~~ University Equal Opportunity Officer. (See ~~s~~Section 3-10 for ~~Affirmative Action~~ University Equal Opportunity policies and procedures.) Complaints solely involving due process or academic freedom must be filed with the Faculty Appeals Board (“FAB”) Chair.

~~The appeals process for academic administrators will be:~~ Whenever an academic unit chair or director or college dean is relieved of administrative responsibilities before his or her term expires, or is not reappointed for another term, the administrator and/or affected faculty member(s) can appeal the decision to the Senior Vice President and Provost. If a satisfactory resolution of the appeal is not obtained at the ~~Provost level of the Senior Vice President and Provost~~, the academic administrator may appeal to the President.

The complainant is responsible for stating in writing and in full particularity the grounds upon which the alleged grievance is based. The grounds for the alleged grievance may not be changed after the filing of the complaint with the FAB Chair or the ~~AAO~~ University Equal Opportunity Officer. The ~~o~~ombudsperson may assist the complainant in identifying and clarifying grounds for a complaint. Where more than one type of complaint is present (i.e.g., sexual harassment and violation of due process), the complainant must specify all of the grounds of the grievance of which the complainant should have reasonably known at the time of filing. A copy of the harassment or discrimination complaint must be sent to the ~~AAO~~ University Equal Opportunity Officer for investigation. A grievance with multiple grounds is heard by one hearing committee, which hears all aspects of a particular grievance. The FAB Chair and ~~AAO~~ University Equal Opportunity Officer will discuss and determine the appropriate appeals process under which such a grievance will be heard. The respondent will have 30 calendar days from receipt of the complaint to respond in writing to the FAB Chair or ~~AAO~~ University Equal Opportunity Officer, as appropriate.

(e) Timing of Complaint

If a complaint cannot be resolved administratively or through the ombuds service, it must be filed with the FAB Chair or ~~AAO~~ University Equal Opportunity Officer within 180 calendar days from the date on which the faculty member, unit, or body knows or reasonably should know of the alleged violation or incident giving rise to a grievance. All other time periods may be extended by mutual agreement of the parties involved or by the FAB Chair, Hearing Chair, or ~~AAO~~ University Equal opportunity Officer (as appropriate) for good cause.

~~(dc)~~ Withdrawal of Complaint

The complainant may withdraw the complaint at any point prior to the adjournment of the formal hearing by notifying in writing the party with whom the complaint was originally filed. Once withdrawn, the same complaint may not be resubmitted under any grievance procedure.

~~(ed)~~ Confidentiality of Proceedings and Records

Investigators and members of the ~~H~~Hearing ~~e~~Committee are charged individually to preserve confidentiality with respect to any matter investigated or heard. A breach of duty to preserve confidentiality is considered a serious offence and will subject the offender to appropriate disciplinary action. Parties and witnesses also are admonished to maintain confidentiality with regard to these proceedings.

Except for those cases in which grievances go to a hearing, all records of administrative investigation with regard to discrimination, sexual harassment, and/or racial or ethnic harassment shall be transmitted to and maintained by the ~~Affirmative Action~~University Equal Opportunity Officer as confidential records. All records of administrative investigation for other grievances will be held by the administrator involved as confidential records.

~~(fe)~~- Faculty Appeals Board

(1) The ~~Faculty Appeals Board~~FAB is a standing body that responds to matters of tenure abrogation, dismissal, other severe sanctions, alleged violations of academic freedom or academic due process, and other grievances unresolved through administrative procedures. Because of the extraordinary importance and the range of such issues, the ~~Faculty Appeals Board~~FAB shall be empowered to appoint ~~ad hoc~~ad hoc hearing committees to assist in the conduct of its affairs. The ~~Faculty Appeals Board~~FAB considers matters brought before it as ~~described in Section 3.9.1(a)~~.

(2) The ~~Faculty Appeals Board~~FAB on the Norman Campus shall consist of fifty (50) members, elected to four-year staggered terms by the Faculty Senate from among all full-time tenured faculty whose duties are primarily non-administrative.

(3) The ~~Faculty Appeals Board~~FAB shall annually elect a chair-elect from among those who are in their third year of service. The chair-elect will serve as chair the following year. Membership on the ~~Board~~FAB is not a disqualification for service on University Councils. All members of the ~~Board~~FAB are eligible for re-election. Terms of service shall begin September 1 and end August 31, except that, if a hearing is in progress at this time, any retiring member of the ~~Board~~FAB who is on the Hearing Committee shall be continued on the Hearing Committee until the case in process is closed. If a member of the ~~Board~~FAB ceases to be a full-time member of the faculty, or if his or her duties become primarily administrative, the Faculty Senate shall elect a replacement to complete the term; but if the change in the Board member's status occurs during service on a Hearing Committee, the ~~Board~~FAB member shall continue to serve on the Hearing Committee until the conclusion of the case unless either the complainant or respondent objects, in which case the ~~Board~~FAB member shall be replaced by another member of the ~~Board~~FAB chosen by the procedure prescribed in ~~Section G~~ for the original selection of the Hearing Committee.

~~(g)~~ Pre-Hearing Process

The following procedure shall occur upon initiation by either party after an unresolved investigation of harassment, ~~discrimination, or retaliation,~~ after the filing of due process or academic freedom grievances, or after a request for a hearing by the President (see ~~Section 3.8.4,~~ Faculty Handbook).

## (1) Selection of Hearing Committee

The Chair of the ~~Faculty Appeals Board~~ FAB immediately will notify the respondent(s) of the grievance and will schedule a meeting of the parties within 5 classroom days to select the Hearing Committee. The Hearing Committee, which shall serve at the pre-hearing and at the formal hearing, if convened, will be selected as follows:

- (a) The complainant and respondent alternately shall select three names from the ~~Appeals Board~~ FAB pool. The FAB Chair is responsible for ensuring that those selected choose within 5 classroom days a seventh name from the ~~Appeals Board~~ FAB pool to serve as chair.
- (b) Any member of the ~~Appeals Board~~ FAB selected to serve on a Hearing Committee who is a member of the same academic unit or related within the third degree by consanguinity or affinity to the respondent or the complainant shall be disqualified from serving on the Hearing Committee.
- (c) The complainant and the respondent in the case may each request to the Chair of the ~~Faculty Appeals Board~~ FAB that a member or members of the Hearing Committee be disqualified on grounds of bias or personal interest in the case. If, however, a challenge for cause is disputed by either party, the Hearing Committee shall decide by majority vote whether cause has been shown. A member of the Hearing Committee may disqualify himself or herself on personal initiative or in response to such challenge for cause ~~as is provided for in the immediately preceding paragraph.~~
- ~~(d) A member of the Hearing Committee may disqualify himself or herself on personal initiative or in response to such challenge for cause as is provided for in the immediately preceding paragraph.~~
- (e) Prior to the commencement of a hearing, members of a Hearing Committee who have been disqualified and any members who, by reason of illness or absence from campus, are unable to serve, shall be replaced immediately by the ~~Faculty Appeals Board~~ FAB Chair. The replacement shall be determined by the procedure ~~in Sections G.1-4 herein,~~ with replacements being selected by the party whose initial selection was eliminated, or by the Hearing Committee if the Chair is the member being replaced. After the commencement of the pre-hearing and/or hearing, a decision by the ~~No members of the Faculty Appeals Board may be eligible for selection for a hearing committee if they currently are serving on another ongoing hearing.~~ Hearing Committee Chair, or by the Chair of the FAB if the absent member is the Hearing Committee Chair, will determine whether the member should be replaced or if the pre-hearing and/or hearing shall continue without a replacement. No members of the FAB may be eligible for selection for a hearing committee if they currently are serving on another ongoing hearing.

## (2) Pre-Hearing

Within 10 classroom days of the deadline for the respondent's written response to the complaint (~~see Section 3.9.1.B~~), the ~~e~~Chair of the Hearing Committee will schedule an orientation/pre-hearing.

~~(a)~~ The Chair of the FAB will orient the Hearing Committee. If the grievance specifies harassment because of race, ethnicity, or sex or discrimination because of race, national origin, sex, color, age, religion, disability, political beliefs, or status as a veteran, the ~~Affirmative Action~~ University Equal Opportunity Officer also will orient the Hearing Committee.

~~(b)~~ Immediately following the orientation of the Hearing Committee, the parties will present their case to the Hearing Committee ~~during a pre-hearing~~. No witnesses or evidence will be heard at this pre-hearing. Although attorneys/advisers may be present in an advisory capacity to the parties at the pre-hearing, they may not directly address the Hearing Committee. If the Hearing Committee determines no further hearing is warranted, the matter is ended. The Chair of the Hearing Committee will report the determination in writing (vote only) to the complainant and respondent(s) within two classroom days. If the Hearing Committee determines that a formal hearing is warranted, the matter shall proceed as outlined below.



~~(hg)~~ Formal Hearing Process

All matters brought to a formal hearing shall be handled according to the following procedures; ~~which are designed to insure fairness and academic due process.~~

(1) At least twenty classroom days before the hearing, the complainant shall present to the respondent and Chair of the Hearing Committee:

a. Relevant University ~~of Oklahoma~~ rules or policies involved.

b. A summary of the evidence upon which the charges or complaints are based and an initial list of witnesses to be called.

(2) The respondent shall review these materials submitted by the complainant and present a written reply within 10 classroom days of delivery. The reply shall summarize the evidence to be used in refutation of the charges and shall include an initial list of witnesses to be called.

(3) The Hearing Committee shall set the date of its initial hearing within 30 calendar days after the deadline for the respondent's summary of evidence and list of witnesses.

(4) Any party, whether complainant or respondent, may select from among his or her colleagues a person to act as adviser, or may select an attorney for advice on legal matters. At his or her discretion, the party may be assisted by both an adviser and an attorney.

a. ~~Both the complainant and respondent~~ The faculty member shall inform the Chair of the Hearing Committee in writing of the identity of any adviser and/or attorney as soon as known but in no event later than 10 classroom days prior to the hearing. Should the faculty member elect to use an attorney, the University and/or its administrative representative(s) will be represented by the Office of Legal Counsel or its designee.

~~(b) The following procedure assumes that a faculty member will use his or her own judgement in acting upon any advice or deciding when to be represented by an attorney.~~

(5) Faculty members who serve on the Hearing Committee may call on the Office of Legal Counsel for procedural advice concerning the case in question, but the University's Legal Counsel, depending on the involvement of that office in the proceedings, must determine the most appropriate manner of providing the requested legal advice. The University will defend and be responsible for any money damages that might be awarded against one or all of the Hearing Committee members as individuals or as a Committee for actions taken in good faith, in their official capacity, and within the course and scope of their authority while acting as Hearing Committee members, as provided in the Oklahoma Governmental Tort Claims Act. (A copy of this Act is available from the Office of Legal Counsel.)

(6) Where ~~participation of the University's Legal Counsel~~ deems its participation on behalf of the Hearing eCommittee to be inappropriate, the Chair of the Appeals BoardFAB, at the request of the Chair of the Hearing Committee, may select by lot a legal adviserer from a duly constituted panel of legal

advisors. This panel, consisting of not more than six University faculty and staff who have law degrees, each serving a three-year terms with terms being staggered, is appointed by the President ~~and upon~~ recommendation of the Faculty Senate.

(7)- At this point, the complainant and the respondent, working with the Chair of the Hearing Committee, shall, as completely as possible, arrive at an agreement on procedures and the formulation of charges. The parties may refer to the current Book of Procedural Guidelines in formulating the agreement on procedures. Oral discussion shall be followed by an exchange of memoranda indicating the understanding which each party has of the conversation.

(8)- If the respondent fails to cooperate with the Hearing Committee or defaults at the hearing stage but denies the charges or asserts that the charges do not support a finding of adequate cause, the Hearing Committee will evaluate all available evidence provided by the parties and base its recommendation upon the evidence in the record.

(h)- Hearing Regulations

The ~~Appeals Board~~ FAB process is a lay process relying on peer review. The intent of this process is to avoid excessive legalism in deference to the common sense, sound judgment, good character, and sense of fairness of each Hearing Panel. The procedures should strive to diminish formality and rigidity and avoid emulation of a trial in a courtroom. The purpose for a system of internal review is to effect a just and fair disposition of a grievance.

The Hearing Committee may avail itself of the Book of Procedural Guidelines; however, since each instance of internal review is unique and procedures for resolving it must be tailored to satisfy specific objectives, the Hearing Committee should not deem itself bound by anything contained in these guidelines.

Notwithstanding, the following regulations shall apply to the hearing:

(1)- Both complainant and respondent shall have the right to be present and be accompanied by a personal adviser or an attorney, or both, throughout the hearing. The Hearing Committee also shall have the right to have its legal adviser present throughout the hearing. Attorneys may be present to advise witnesses; however, in no case will the attorney representing a witness participate in the case. Attorneys should facilitate and not control the process.

(2)- The hearing shall be closed unless all principals in the case ~~request~~ agree that it be open.

(3)- The Hearing Committee shall proceed by considering the statement of grounds for grievances already formulated and the response written before the time of the hearing. If any facts are in dispute, the testimony of witnesses and other evidence concerning the matter shall be received.

(4)- Both parties or their advisers or attorneys shall have the right to present, examine, and cross-examine witnesses.

- (5)- The President's Office shall make available to the Hearing Committee Chair such authority as it possesses to require the presence of witnesses, and it shall bear any reasonable cost attendant upon the appearance of percipient witnesses at the hearing.
- (6)- The principle of confrontation shall apply throughout the hearing, and the complainant shall bear the burden of proof, which shall be by a preponderance of the evidence.
- (7)- An audio recording of the hearing will be made. The recording will be arranged by the Hearing Committee Chair. A transcript shall be made available in identical form and at the same time to the Hearing Committee, the President's Office, and the principals in the case upon their request. The full cost of the audio recording shall be borne by the University; transcripts may be charged to the requesting party.
- (8)- The full text of the findings and the conclusions of the Hearing Committee shall be made available in identical form and at the same time to the President's Office and the principals in the case.
- (9)- The Hearing Committee may proceed to its findings, conclusions, and recommendations without having the record of the hearings transcribed, or it may await the availability of a transcript of the hearings if it feels its decision would be aided thereby.
- (10)- The President may attend the hearing or may designate a representative.

(j) -Disposition of Charges

The Hearing Committee normally will communicate its findings, conclusions, and recommendations in writing to the parties involved and the President within 15 calendar days of the conclusion of the hearing. If the President concurs in the recommendation of the Hearing Committee, and action by the Board of Regents is not required by other policies or procedures, that recommendation shall be put into effect. The President must report to the parties and the Hearing Committee his/her decision within 15 calendar days of receipt of the Hearing Committee's recommendation.

If the case under consideration involves alleged violation of academic freedom or academic due process and if the Hearing Committee finds that academic freedom or academic due process has been violated, it must recommend that any professional or personnel decision affected by the violation be initiated anew from the point of violation. The Hearing Committee also may recommend necessary remedies appropriate to the case.

If the President does not concur and/or if action by the Board of Regents on the recommendation is required by other policies and procedures, the President shall transmit to the Board of Regents within 15 calendar days of receiving the recommendation of the Hearing Committee the full record of the hearing and the conclusions and the recommendations of the Hearing Committee, together with ~~the~~ Presidential recommendations. The Board of Regents may adopt, modify, or reject the recommendations of the Hearing Committee or remand the matter.

If the Board of Regents chooses to remand the matter, it may return the proceedings to the Hearing Committee and specify its objections within 15 days after the next regularly scheduled Board of Regents meeting. In this event, the Hearing Committee shall reconsider the complaint, taking account of the stated objections, receiving new evidence and testimony if necessary, and reporting its final conclusions to the President for transmittal to the Board of Regents as before. The work of the Hearing Committee is finished when the President communicates the final decision of the Board of Regents to the parties in the case, the Hearing Committee, and any necessary parties.

~~(k)~~ (j)- Disposition of Records

Upon conclusion of any hearing, the Chair of the Hearing Committee shall remove all identifying characteristics from the agreement on procedures and shall forward this document to the Office of the Senior Vice President and Provost. Agreements on procedures will be maintained in a file in the Office of the Senior Vice President and Provost and will be available to panel members and participants in future cases upon request. All other text, transcripts, and documents of the procedures will be held in the Faculty Senate Office and released only with the consent of the Hearing Committee. Tapes of the hearing will be stored in the Office of Legal Counsel for five years. In the case of hearings involving discrimination, ~~or harassment, or retaliation,~~ copies of all transcripts and documents will be filed with the University Equal Opportunity Office ~~of Affirmative Action~~.

~~(k)~~ (k) Policy Maintenance

The Rights Assurance Committee will meet annually to review the grievances that have transpired. The committee--composed of the University Ombudsperson; University ~~Affirmative Action~~ Equal Opportunity Officer; ~~Faculty Appeals Board-FAB~~ Chair, Chair-elect, and former Chair; University Legal Counsel; Faculty Senate Chair; and Senior Vice President and Provost or their designated representatives--will formulate recommendations to revise these procedures, as necessary. The ~~Faculty Appeals Board-FAB~~ Chair will chair the committee and report recommended changes to the Faculty Senate for consideration. (end NC text)

(The text below appears in the Health Sciences Faculty Handbook.)

## APPEALS AND GRIEVANCES

## 3.13

All faculty, whether tenured or not, are entitled to academic freedom as set forth in Section 3.1 and academic due process.

The following procedures cover alleged prohibited discrimination, including sexual, racial, or ethnic harassment, and alleged violations of academic freedom, academic due process, and University policy. The faculty member may seek redress through the appropriate grievance procedures if such violations occur in the course of performing professional duties or in the process of being considered or evaluated for recommendations regarding reappointment, salary increase, promotion, or tenure. Grounds for appeal may also include other personnel decisions in which a faculty member has reason to believe there has

been discrimination, sexual, racial, or ethnic harassment, violation of due process or academic freedom, or if there are other grievances which have not been resolved administratively.

Faculty members serving as chairs, directors, deans, or other administrative positions, who are relieved of their administrative responsibilities, may not file a grievance or appeal when the grievance or appeal is based upon actions related to their administrative performance.

There are two appeal processes; the Faculty Appeals Board (Section 3.14) and the Committee on Discrimination and Harassment (Section 3.17).

- (a) **Faculty Appeals Board** - The Faculty Appeals Board is the appropriate appeal process for alleged violations of due process, academic freedom, or other grievances other than alleged prohibited discrimination which have not been resolved administratively. It is also the appropriate appeal process for abrogation of tenure, dismissal of tenure-track or consecutive term appointment, or severe sanctions (Section 3.14).
- (b) **Committee on Discrimination and Harassment** - The Committee on Discrimination and Harassment is the appropriate appeal process for complaints involving harassment based on race, ethnicity, or sex, or discrimination because of race, national origin, sex, color, age, religion, disability, or status as a veteran. Such appeals must be filed with the University Equal Opportunity Officer (Section 3.17)

(Regents, 1-26-99, 12-3-02)

### **THE FACULTY APPEALS BOARD**

- (a) The Faculty Appeals Board is a standing body which responds to matters of tenure abrogation, dismissal, severe sanctions, alleged violations of academic freedom or academic due process, and other grievances concerning the alleged failure to follow University policy or alleged unfairness in the application of University policy unresolved through administrative procedures. The Faculty Appeals Board considers all such matters brought before it in a timely manner by individual faculty members. It is the responsibility of the Faculty Appeals Chair and Faculty Senate Chair to ensure that all matters are handled expeditiously.

- 1) In cases related to alleged violation of academic freedom, academic due process or other grievances concerning the alleged failure to follow university policy or alleged unfairness in the application of university policy the faculty member will be considered the complainant and the administration the respondent. (See Section 3.16)
  - 2) In cases related to abrogation of tenure, dismissal of tenure-track or consecutive term appointment, or severe sanctions, the administration will be considered the complainant, the faculty member the respondent, and the letter from the President outlining the charges will serve as the complaint.
- (b) The Faculty Appeals Board of the Health Sciences Center shall consist of forty tenured faculty members representing fairly the existing colleges on the Health Sciences Center campus. The members shall be elected from among all full-time faculty whose duties are primarily non-administrative [i.e., not at the level of Assistant/Associate Dean, Dean, Assistant/Associate/Vice Provost or Provost]. All terms shall be four years. Membership on the Board is not a disqualification for service on other University councils or committees.
- (c) Each Faculty Appeals Board shall annually elect its own chair and vice chair from among those whose terms are nearest expiration. The chair and vice chair should be from separate colleges.

(d) Responsibilities of Faculty Appeals Board chair:

- 1) The chair shall determine if the complaint is appealable, for example, whether the initial deadline, as set in section 3.15.1. has been met or whether the complaint is concerned with the failure to follow University policy, or alleged unfairness in the application of University policy.
  - 2) The chair may, at any time, meet with the complainant and respondent, either together or separately, to discuss the points of the complaint. The intent will be to resolve differences where possible and to seek a resolution and/or dismissal of the appeal.
  - 3) Ordinarily the University General Counsel or a member of his/her staff not otherwise involved will serve as the legal advisor to the Faculty Appeals Board. If the Chair of the Faculty Appeals Board determines that some other course is desirable he/she may request a meeting with the President or his designee. In such instances when the Chair of the Faculty Appeals Board continues to desire outside counsel following a meeting with the President or his designee, the President may appoint other counsel with the concurrence of the Chair of the Faculty Appeals Board to advise the Hearing Committee.
  - 4) The chair, after consulting with the legal counsel assigned to the board, shall have the final decision on any procedural issues raised which are not addressed by the *Faculty Handbook* and in which there is an absence of agreement by the complainant and respondent.
  - 5) All responsibilities of the chair will be relinquished and passed to the vice-chair if the appeal is from a faculty member of the same college as the chair.
- (e) All members of the Board are eligible for re-election. Terms of service shall begin July 1 and end June 30 except that, if a hearing is in progress at this time, any retiring member of the Board who is on the Hearing Committee shall be continued on the committee until the case in process is closed.
- (f) If a member of the Board, not serving on a hearing committee, ceases to be a full-time member of the faculty, or if his or her duties become primarily administrative, the Senate shall elect a replacement to complete the term.

(g) Members on the Board who have an appeal pending before the Board shall be suspended from all Board activities until the appeal is resolved.

(Regents, 1-26-99, 12-3-02)

### FACULTY APPEALS BOARD PROCESS

3.15

#### ALLEGED VIOLATION OF ACADEMIC FREEDOM, ACADEMIC DUE PROCESS, OR OTHER GRIEVANCES CONCERNING THE ALLEGED FAILURE TO FOLLOW UNIVERSITY POLICY OR ALLEGED UNFAIRNESS IN THE APPLICATION OF UNIVERSITY POLICY, ABROGATION OF TENURE, DISMISSAL OF A TENURE-TRACK OR CONSECUTIVE TERM APPOINTMENT, SEVERE SANCTIONS, SUMMARY SUSPENSION, FAILURE TO COMPLY WITH THE UNIVERSITY COMPLIANCE PROGRAM

##### Initiation of Appeal and Request for a Hearing

3.15.1

(a) Request for Hearing - Academic freedom, academic due process or other grievances concerning the alleged failure to follow University policy or alleged unfairness in the application of University policy:

Any faculty member who believes that either academic freedom or academic due process has been violated or alleges other grievances concerning the alleged failure to follow University policy or alleged unfairness in the application of University policy should first seek prompt redress through regular administrative channels, which would include the chair, dean and Senior Vice President and Provost.

If the administrative review does not provide a satisfactory result, and if the faculty member wishes to continue the appeal he/she may submit, as the complainant, a written complaint outlining the specific points of appeal and requesting a formal hearing to the Chair of the Faculty Appeals Board no later than 45 calendar days after he/she has become or should have become aware



of the alleged violation. Seeking redress through regular administrative channels does not extend the 45-day time allowed for filing an appeal.

(b) Request for Hearing - Abrogation of tenure, dismissal of tenure-track or consecutive term appointment, or severe sanctions:

Any faculty member who chooses to appeal the decision by the President to recommend abrogation of tenure, dismissal of a tenure-track or consecutive term appointment or other severe sanctions to the University Regents must submit, as the respondent, a written request for hearing to the Chair of the Faculty Appeals Board within 15 calendar days of the date of the President's letter. (See (e) below).

(c) The time intervals specified in the preceding and following sections are guidelines and should be maintained unless waived by the Chair of the Faculty Appeals Board for unusual circumstances or in order to allow continuing progress towards informal resolution of the complaint.

(d) The Faculty Appeals Board process is a lay process which relies on peer review and the common sense, sound judgment, good character, and sense of fairness of each Hearing Committee. The Faculty Appeals Board procedures should strive to diminish formality and rigidity. The process is not to be considered a trial but is a system of internal review to effect a just and fair disposition of a grievance.

(e) Pre-Hearing Procedure:

1) Upon receipt of the written complaint as set out in (a) and (b) of this section and prior to initiating the formal hearing process, the Chair of the Faculty Appeals board shall ask the respondent to submit, within 15 working days, a statement in writing outlining the specific points of defense. Upon receipt of this statement, the Chair of the Faculty Appeals Board shall, convene the complainant, the respondent, and two members of the Faculty Appeals Board within 30 working days. The two members shall be selected by the Chair in the same manner as members and alternates (Section 3.15.2(c)(2)) and shall be ineligible to serve on the Hearing Committee for that particular case. The purpose of the meeting is to discuss the

points of the complaint, to resolve differences, where possible, and to seek resolution of the matter at issue. Formal minutes of these discussions will not be taken, and no data, findings or recommendations from these discussions will be forwarded to the Hearing Committee except as provided in Section 3.15.3.

- 2) If a satisfactory resolution is reached, the Chair of the Faculty Appeals Board will summarize and forward the facts of the case in writing to the complainant and the respondent.
- 3) If a satisfactory resolution is not reached within 45 working days from receipt of the formal request for hearing (13.15.1(a)(b)), the Chair of the Faculty Appeals Board will notify the parties that no resolution was reached and initiate hearing procedures.

### **Formal Hearing Procedure**

**3.15.2**

To initiate the hearing procedure, the Chair of the Faculty Appeals Board will request statements from both the complainant and the respondent per (a) and (b) below and concurrently begin the process for selection of hearing committee members per (c) 1) through 9) below.

All matters brought to the Faculty Appeals Board shall be handled according to the following procedures, which are designed to ensure fairness and due process.

- (a) If the pre-hearing conference described in section 3.15.1 (e)(1) does not produce a satisfactory result, the Chair of the Faculty Appeals Board will request the complainant to submit to both the chair and the respondent, within 20 working days of the pre-hearing conference, a written statement embodying:
  - 1) Relevant policies of the administrative or academic unit, the College, the Provost's Office, President's Office, and the University Regents.
  - 2) The written complaint (3.15.1(a)(b)).
  - 3) A summary of the evidence upon which the complaint is based.
  - 4) A list of witnesses to be called, a brief summary of their testimony, and a list of exhibits to be presented.

(b) The Chair of the Faculty Appeals Board will upon receipt of the complainant's statement, request the respondent to submit to both the chair and the complainant, within 20 working days, a written statement including:

- 1) Relevant policies of the administrative or academic unit, the College, the Provost's Office, President's Office and the University Regents.
- 2) The written response outlining the specific points of defense.
- 3) A summary of the evidence to be used in refuting the charges.
- 4) A list of witnesses to be called, a brief summary of their testimony, and a list of exhibits to be presented.

(c) Selection of Hearing Committee:

- 1) Within 5 working days after the pre-hearing conference (3.15.1 (e)(1)) the Chair of the Faculty Appeals Board will proceed with the selection of the hearing committee by submitting the list of names of the eligible Board members to both parties. The list shall not include a member of the same academic unit or one who is related by consanguinity or affinity to the respondent or complainant. Members and alternates currently serving on another hearing shall also be ineligible. A member or alternate of the Hearing Committee may disqualify himself or herself on personal initiative or in response to such challenge for cause as is provided for in this section. The Chair of the Faculty Appeals Board shall also determine that no one on the list has a bias related to the person(s) or issue at hand.
- 2) Within 5 working days after submitting the list of eligible board members to both parties, the Chair of the Faculty Appeals Board, will select seven members of the Board to constitute the Hearing Committee, three additional members to serve as alternates, and ten members to be available for maintaining the alternate pool should replacements become necessary through personal disqualification or challenge of individuals initially selected.

The selection of members and alternate members of the Hearing Committee shall be made by lot and it shall be made in the presence of the chair of the Faculty Senate or a designated representative. The complainant and the respondent in the hearing shall be invited to be present or to send a representative. The Chair of the Faculty Appeals Board shall notify members in writing of their selection to the Hearing Committee and of the parties involved, and provide a brief description of the general nature of the issue.

- 3) Within 10 working days of the initial selection of the Hearing Committee, the complainant or the respondent in the case may submit a written request to the Chair of the Faculty Appeals Board asking that members or alternates of the Hearing Committee be disqualified on grounds of bias or personal interest in the case. If, however, a challenge for cause is disputed by either of the parties, the Faculty Appeals Board Chair shall decide whether cause has been shown, and if so disqualify the member or alternate.
- 4) After challenges for cause have been acted on, the complainant and the respondent, additionally, each may make a maximum of two peremptory challenges of members or alternates selected for the Hearing Committee within 5 working days of the date such challenges for cause are resolved.

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All decisions regarding initial disqualifications shall be made prior to the first meeting of the Committee. Within 20 working days after the Hearing Committee and the alternates have been finalized the Hearing Committee shall elect its own chair and set the date of the hearing. Every reasonable effort should be made by the Hearing Committee and both parties to hold the hearing as soon as possible.

- 5) Members of the Hearing Committee who are disqualified, ill, or otherwise unable to serve, shall be replaced from among alternate members by the Chair of the Faculty Appeals Board. Alternates who are disqualified, ill or otherwise unable to serve, or who become members of the Hearing Committee will be replaced from among the reserve pool (3.15.2(c)(2)) by the Chair of the Faculty Appeals Board.
- 6) A finalized list of Hearing Committee members and alternates will be given to all parties within 10 working days of resolving any challenges of the membership of the hearing committee or alternates by the complainant or the respondent. If no challenges are offered the finalized list must be completed within 20 working days of the initial selection of the Hearing Committee and alternates by the Chair of the Faculty Appeals Board.
- 7) If a member of a Hearing Committee ceases to be a tenured, full-time member of the faculty, he or she shall be replaced from among the alternates.
- 8) If the duties of a Hearing Committee member become primarily administrative, the member shall inform the Chair of the Faculty Appeals Board. The Chair of the Faculty Appeals Board will inform all parties. The member will continue to serve unless either party objects in writing

to the Chair of the Faculty Appeals Board within five working days of receipt of notice.

- 9) The pool of three alternate members shall be maintained according to selection procedures in Section 3.15.2(c)(2). Alternate members shall attend all meetings of the Hearing Committee.

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**Handling of Charges**

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**3.15.3**

- (a) Within 20 working days after the respondent has submitted the written response outlined in section 3.15.2(b), the Chair of the Faculty Appeals Board shall meet for a second pre-hearing conference with the parties involved, as appropriate, and attempt to solicit an agreement which can be put into writing in an effort to resolve the matter at this point.
- (b) If the issues cannot be resolved at this point, the complainant and respondent, with the Chair of the Faculty Appeals Board shall attempt to agree in writing upon the hearing procedures and other matters concerning the handling of the case including which issues are to be heard. In the absence of an agreement on procedures, the Chair of the Faculty Appeals Board shall determine the hearing procedures. In either case, the procedures should be finalized within 30 working days.
- (c) The parties may agree to waive a hearing and submit the case to the Hearing Committee on agreed stipulation. The Hearing Committee will then make its findings and recommendations upon evidence contained in or referred to in the stipulation within 30 working days.

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**Hearing Regulations**

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**3.15.4**

The following regulations shall apply:

- (a) The parties shall have the right to attend the hearing and to be accompanied by a colleague or counsel, or by both, to advise them. The names of such advisors and/or counsel shall be provided to the Chair of the Hearing Committee at least 15 days prior to the hearing. Costs for such representation are borne by the respective parties. All hearings will be closed.
- (b) The President or his designee may attend the hearing and may have a representative or counsel, or both.
- (c) The Chair of the Hearing Committee shall serve as liaison for communication to and from the complainant or respondent and the Hearing Committee. Communications related to evidence and hearing procedures should be directed to the Chair of the Hearing Committee. Neither party shall communicate orally or in writing with individual Hearing Committee members during the hearing procedure. To ensure that information provided to the Hearing Committee by either party is part of the official documentation of the proceeding, each party is provided with a copy.

- (d) The Chair of the Hearing Committee is responsible for maintaining a full and accurate record of the proceedings. This shall consist of a tape recording, or, at the option of either party, a written transcript taken by a court reporter, and shall include copies of all exhibits, or other materials distributed at the hearing.
- (e) Either party may request a copy of the recording of the proceedings. The recording will be maintained in the Office of the Legal Counsel for a period of five years. The full cost of recording the proceedings shall be borne by the University.
- (f) The written statements of both parties, as provided in Section 3.15.2 (a) and (b) and evidence taken or considered beyond the written statements shall be heard by the entire Committee at the hearing and not beforehand.
- (g) Both parties shall have the right to present, examine, and cross-examine witnesses.
- (h) The principles of confrontation shall apply throughout the hearing.
- (i) The President's Office shall make available to the faculty member such authority as it possesses to require the presence of witnesses.
- (j) The Board of Regents of the University of Oklahoma shall not be liable for any costs whatsoever incurred by the faculty member except as set forth in this section.
- (k) The report of the Hearing Committee will be submitted to the Senior Vice President and Provost within 10 working days of the conclusion of the hearing regardless of whether the written transcript of the hearing is available.

### **Disposition of Charges**

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The President shall transmit to the University Regents the full record of the hearing and the findings and recommendations of the Hearing Committee, together with presidential recommendations. The University Regents shall come to a decision in the case based upon the materials submitted plus any additional information which it wishes to consider, or return the matter to the Hearing Committee with written directions as to how to proceed.

- (a) When the University Regents reviews the matter the principals shall have the opportunity to present written argument. Oral arguments will be presented only upon request by the University Regents.

- (b) If the University Regents chooses to return the matter to the Hearing Committee, the committee shall review the matter in light of the Regents' directions and receive new evidence or information, if necessary, and submit a final report of its findings and recommendations to the President for transmittal to the University Regents, as before. The work of the Hearing Committee is finished when the President communicates in writing the final decision of the Regents to the Chair of the Hearing Committee and the principals in the case.
- (c) The full record shall be deposited in the office of the Vice President for University Governance and Secretary of the University. Parties to the case may request copies or excerpts from the full record after the completion of the Committee's work. The costs shall be borne by the requesting party.

(Regents, 1-26-99, 12-3-02)

### **DISCRIMINATION AND HARASSMENT POLICIES AND PROCEDURES**      **3.16**

The University has a policy of internal adjudication in matters relating to alleged discrimination. Any faculty member, staff member, or student, including those on temporary or part-time status, who believes that he or she has been discriminated or retaliated against should file a complaint under the Grievance Procedure for Complaints Based Upon Discrimination, Sexual Harassment, Sexual Assault, Consensual Sexual Relationships, Retaliation or Racial and Ethnic Harassment.

Any attempt to penalize or retaliate against a person for filing a complaint or participating in the investigation of a complaint of discrimination and/or harassment will be treated as a separate and distinct violation of University policy.

(Regents, 7-22-81, 9-17-81, 9-9-82, 9-27-95, 1-14-97)

It is the also the policy of the University not to discriminate on the basis of sexual orientation.

(President, 1-7-93, 9-29-94)



### **3.16.1 Policies Governing Sexual Harassment, Sexual Assault, Consensual Sexual Relationships, Retaliation, or Racial and Ethnic Harassment**

These policies, in their entirety, are contained in Appendices H through J.

### **3.16.2 Grievance Procedure for Complaints Based Upon Discrimination, Sexual Harassment, Sexual Assault, Consensual Sexual Relationships, Retaliation, or Racial and Ethnic Harassment**

#### **A. Who May Use Procedure**

The grievance procedure embodied herein shall be available to any person who, at the time of the acts complained of, was employed by, was an applicant for employment, or was enrolled as a student at the University of Oklahoma.

#### **B. FILING OF COMPLAINT**

Persons who have complaints alleging discrimination based upon race, color, national origin, sex, age 40 or above, religion, disability or status as a veteran or complaints alleging sexual harassment, consensual sexual relationships, retaliation, or racial and ethnic harassment may file them in writing with the University Equal Opportunity Officer.

Complainants who exercise their right to use this procedure agree to accept its conditions as outlined below. Where multiple issues exist, (i.e. sexual harassment and violation of due process or grade appeal), the complainant must specify all of the grounds of the grievance of which the complainant should have reasonably known at the time of filing. A grievance filed under this procedure may normally not be filed under any other University grievance procedure. Depending on the nature of the issues involved, the complainant will be advised by the University Equal Opportunity Officer or his/her designee about the appropriate procedure(s) to utilize.

#### **C. Timing of Complaint**

Any complaint must be filed with the University Equal Opportunity Officer within 180 calendar days of the act of alleged discrimination or harassment. The University Equal Opportunity Officer may reasonably extend all other time periods.

#### D. Administrative Action

- 1) The University recognizes its obligation to address incidents of discrimination and harassment on campus when it becomes aware of their existence even if no complaints are filed, therefore, the University reserves the right to take appropriate action unilaterally under this procedure.
- 2) With respect to students, the University Vice President for Student Affairs and Dean of Students or other appropriate persons in authority may take immediate administrative or disciplinary action which is deemed necessary for the welfare or safety of the University Community. Any Norman Campus student so affected must be granted due process appropriate to the circumstance. A campus disciplinary council, in accordance with Title 13, Section 1.2. of the Student Code shall conduct any hearing involving disciplinary suspension or expulsion. Lesser administrative or disciplinary action may be appealed to the University Vice President for Student Affairs and Dean of Students. Such requests must be in writing and filed within seven calendar days following the summary action. The University Vice President for Student Affairs and Dean of Students will issue a written determination to the student within three working days following the date the request is received.
- 3) With respect to employees, upon a determination at any stage in the investigation or grievance procedure that the continued performance of either party's regular duties or University responsibilities would be inappropriate, the proper executive officer may suspend or reassign said duties or responsibilities or place the individual on leave of absence pending the completion of the investigation or grievance procedure.

#### E. Withdrawal of Complaint

The complainant may withdraw the complaint at any point during the investigation or prior to the adjournment of a formal hearing.

#### F. Confidentiality of Proceedings and Records

Investigators and members of the Hearing Panel are individually charged to preserve confidentiality with respect to any matter investigated or heard. A breach of the duty to preserve confidentiality is considered a serious offense and will subject the offender to appropriate disciplinary action. Parties and witnesses also are admonished to maintain confidentiality with regard to these proceedings.

All records, involving discrimination or harassment, upon disposition of a complaint, shall be transmitted to and maintained by the University Equal Opportunity Officer as confidential records except to the extent disclosure is required by law.

#### G. Proceedings

##### 1) Investigation

Upon receipt of a complaint, the University Equal Opportunity Officer is empowered to investigate the charge, to interview the parties and others, and to gather any pertinent evidence. The investigation should be completed within 60 calendar days of receipt of the complaint, or as soon as practical. If a time period is extended for more than 10 calendar days, the University Equal Opportunity Officer will provide written or oral notice of reason for extension to all parties involved. The investigator shall prepare a record of the investigation.

In arriving at a determination of a policy violation, at any stage of the proceedings, the evidence as a whole and the totality of the circumstances and the context in which the alleged incident(s) occurred shall be considered. The determination will be made from the facts on a case by case basis.

Upon completion of the investigation, the University Equal Opportunity Officer is authorized to take the following actions:

##### (a) Satisfactory Resolution

Resolve the matter to the satisfaction of the University and both the complainant and the respondent. If a resolution satisfactory to the University and both parties is reached through the efforts of the University Equal Opportunity Officer, he or she shall prepare a written statement indicating the resolution. At that time the investigation and the record thereof shall be closed.

(b) Dismissal

Find that no policy violation occurred and dismiss the complaint, giving written notice of said dismissal to each party involved. Within 15 calendar days of the date of the notice of dismissal, the complainant may appeal said dismissal in writing to the University Equal Opportunity Officer by requesting a hearing according to the provisions of Section G.2. If no appeal is filed within the 15 calendar day period, the case is considered closed.

(c) Determination of Impropriety

- (1) Make a finding of impropriety and notify the parties of the action to be taken. Either party has the right to appeal said determination in writing within 15 calendar days of the date of notice of determination to the University Equal Opportunity Officer by requesting a hearing according to the provisions of Section G.2. If no appeal is filed within the 15 calendar day period, the case is considered closed.
- (2) In the case of a complaint against a faculty member, the administrative investigator may determine that the evidence is sufficiently clear and serious so as to warrant the immediate commencement of formal proceedings as provided in the Abrogation of Tenure, Dismissal Before Expiration of a Tenure-Track or Consecutive Term Appointment, and Severe Sanctions section of the *Faculty Handbook*. If the President concurs with the administrator's finding, the case may be removed at the option of the accused from the grievance proceedings contained herein and further action in the case shall be governed by the Abrogation of Tenure, Dismissal Before Expiration of a Tenure-Track or Consecutive Term Appointment, and Severe Sanctions section in the *Faculty Handbook*. Otherwise, this policy and procedure shall apply.

2) Hearing

(a) Request for a Hearing

- (1) Appeals and complaints unresolved following an investigation may result in a hearing before a hearing panel selected from the membership of the Committee on Discrimination and Harassment as described below. For the Norman Campus, faculty versus faculty grievances with multiple issues are heard by the Faculty

Appeals Board. The request for a hearing is to be addressed to the University Equal Opportunity Officer.

- (2) The request for a hearing must contain the particular facts upon which the policy violation allegation is based as well as the identity of the appropriate respondent(s). A copy of the request shall be given to the proper respondent(s) by the University Equal Opportunity Officer.
- (3) Written response to the request for a formal hearing must be sent to the University Equal Opportunity Officer within 10 calendar days of receiving notice that a formal hearing has been requested. A copy of the response shall be given to the party requesting the hearing.

(b) Selection of a Hearing Panel

Within 10 calendar days following receipt of the written request for a hearing, the University Equal Opportunity Officer shall initiate the process to determine the members of the Hearing Panel.

A five-member hearing panel will be chosen by the parties to the complaint from: on the Health Sciences Center (including Tulsa), the twenty-four member Committee on Discrimination and Harassment; and on the Norman Campus, from the sixteen member Committee on Discrimination and/or the fifty member Faculty Appeals Board.

A Committee on Discrimination and Harassment shall be established on each campus and composed of: on the Health Sciences Center, eight staff members, eight students, and eight faculty members; and on the Norman Campus, eight staff members and eight student members, with faculty representation being selected from the Faculty Appeals Board. On the Norman Campus, five staff will be appointed by the Staff Senate and five students will be appointed by UOSA; the President will appoint three staff and three students. At the Health Sciences Center, eight faculty will be appointed by the Faculty Senate, eight staff members appointed by the Staff Senate, and eight students by the Student Government Association. The terms of appointment shall be for three years with initial terms of 1, 2, and 3 years in each category to provide the staggered membership, except that each student shall be appointed for a one year term.

The selection process shall be in the following manner: the complainant and the respondent alternately select two names each from the pool. Those selected choose a fifth name from the pool to serve as chair. If the four panelists cannot agree on the fifth, the names of five additional Committee members will be drawn by lottery. Each panelist will strike one name off the list of five names. The remaining person shall be the fifth panelist. Either party to the complaint may ask the University Equal Opportunity Officer to disqualify any member of the Hearing Panel upon a showing of cause. Furthermore, no panelist shall be expected to serve if he/she feels that a conflict of interest exists. Replacements shall be selected in the same manner as the original panel.

(c) Pre-Hearing Conference

Within 10 calendar days of receiving notification, or as soon as practical, the Chair shall convene the Hearing Panel for an informal discussion of the grievance and a decision as to whether there exist adequate grounds for a hearing. The parties involved and the University Equal Opportunity Officer shall be present during the informal discussion. Prior to the informal discussion, the University Equal Opportunity Officer shall conduct an orientation. Each panel member shall be given a copy of the written complaint, the request for a hearing, and the written response. No witnesses or evidence will be heard.

At all meetings, each party may be accompanied by an adviser. In the event that a party chooses to be advised by an attorney he/she may do so at his/her expense. If an adviser is used, the name of the person so assisting must be furnished to the Panel and the other party 10 calendar days in advance of the pre-hearing conference. Advisers may advise their clients at the pre-hearing conference but may not directly address the Hearing Panel.

If the Panel decides at its pre-hearing conference that there is no basis for a hearing, it shall report the determination in writing to the proper executive officer with a copy to the President and the University Equal Opportunity Officer. The Executive Officer shall render his or her decision on the matter in writing to each of the parties involved in the informal proceedings.

(d) Hearing Guidelines

The panel shall be convened by the University Equal Opportunity Officer for further orientation prior to the formal hearing. Each panel member shall be given a copy of the Hearing Guidelines.

The hearing panel procedures in conducting a hearing shall be established with reference to the Hearing Guidelines and shall provide that the parties may present all of the evidence that they consider germane to the determination. Further, the parties may call witnesses to testify and may cross-examine witnesses called by the other party.

The hearing shall be closed unless all principals in the case agree to an open hearing. Audio tape recordings of the proceedings shall be arranged by the Chair of the Hearing Panel and paid for by the University. Transcripts may be charged to the requesting party. In cases of alleged sexual assault on students, the accuser and the accused are entitled to the same opportunities to have others present during a campus disciplinary proceeding and both shall be informed of the outcome of the proceeding.

After the pre-hearing conference, if a party wishes to have an adviser present at any stage of the hearing he/she must notify the Hearing Panel Chair and other party(ies) that an adviser has been retained at least 10 calendar days in advance of the scheduled hearing. Advisers may advise their clients at the hearing but may not directly address the Hearing Panel or witnesses, except as required for student disciplinary hearings leading to suspension or expulsion.

The Chair of the Hearing Panel shall notify the parties of the date, time and location of the hearing. Parties are responsible for giving such notice to their witnesses. The hearing shall be scheduled to reasonably ensure that the complainant, respondent, and essential witnesses are able to participate.

Upon request Legal Counsel may serve as an adviser to the Hearing Panel.

(e) Satisfactory Resolution Prior to Hearing Completion

In the event the matter is resolved to the satisfaction of all parties prior to completion of the hearing, a written statement shall indicate the agreement recommended by the parties and shall be signed and dated by each party and by the Chair of the Hearing Panel. The recommendation will be referred to the appropriate Executive Officer for final determination.

(f) Panel's Findings and Recommendations

In the event that no solution satisfactory to the parties is reached prior to the completion of the hearing, the Panel shall make its findings and recommendations known to the proper executive officer, with copies to the President of the University and the University Equal Opportunity Officer. The Panel's report, with its findings and recommendations, shall be prepared and properly transmitted within seven (7) calendar days after conclusion of the hearing.

(g) Executive Officer's Decision

Within 15 calendar days of receipt of the Hearing Panel's findings and recommendations, the proper executive officer shall inform the complainant and the respondent of the findings of the Hearing Panel and the officer's decision. A copy of the officer's decision shall be transmitted to the Chair of the Hearing Panel, with copies to the President of the University and the University Equal Opportunity Officer. In a case investigated initially by an administrator, the administrator also shall be informed of the officer's decision. In the event the allegations are not substantiated, reasonable steps in consultation with the accused may be taken to restore that person's reputation.

(h) Appeal to the President

The Executive Officer's decision may be appealed to the President within 15 calendar days of being notified of prospective action or of action taken, whichever is earlier. If the President does not act to change the decision



of the Executive Officer within 15 calendar days of receiving the appeal, the decision of the Executive Officer shall become final under the executive authority of the President.

To contact the University Office of Equal Opportunity:

NORMAN CAMPUS

HEALTH SCIENCES CENTER CAMPUS

ROOM 102, EVANS HALL

ROOM 113, SERVICE CENTER BUILDING

325-3546

271-2110

(Regents, 9-27-95, 1-14-97, 1-26-99)

3.17

**POST-DOCTORAL FELLOW GRIEVANCE PROCEDURE**

Although post-doctoral fellows are University employees, they are at the University primarily to receive additional education. Therefore, even though they are generally appointed for one year at a time, the University, through its designated officials, retains the right to evaluate the academic qualifications, performance, professional conduct, and suitability for promotion, continued education and certification of post-doctoral fellows receiving education at the University.

Because of the post-doctoral fellows positions as employees who are also receiving education, any grievance brought by a fellow regarding his or her rights as a fellow or any allegation of wrongful administrative action resulting in probation, suspension, or dismissal and termination of post-doctoral education shall be brought under this policy. All grievances must be started within thirty days of the time the fellow knew or should have known of the decision or situation that is the subject of the grievance.

In the event a fellow has a grievance, the following steps shall be followed:

- 1) The fellow shall discuss the grievance with his or her supervisor or program director and

attempt to resolve the issue within the program.

- 2) If the fellow is not satisfied with the program's decision on the issue, he may request a meeting with the Assistant or Associate Dean in charge of post-doctoral fellows in the College in which the fellow is assigned through submission of a written grievance within ten days of beginning the attempt to resolve the issue with the supervisor or program director.
- 3) The Assistant/Associate Dean shall investigate the written grievance.
- 4) The Assistant/Associate Dean shall attempt to arbitrate the grievance. If the matter cannot be resolved, the fellow may within seven days of receipt of the notification that the Assistant/Associate Dean was unable to resolve the issue request a hearing before the Post-Doctoral Fellow Appeals Committee. This request shall be written and submitted to the Dean of the College in which the fellow is assigned.
- 5) The Dean shall convene an ~~ad hoc~~ *ad hoc* Post-Doctoral Fellow Appeals Committee to consider the fellow's grievance.
- 6) The Post-Doctoral Fellow Appeals Committee shall consist of six members: three selected from the faculty and three selected from among the fellows in the College where the fellow is assigned. The Dean of the College shall appoint the membership. The Assistant/Associate Dean shall serve *ex officio*.

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**Charge:** The Committee may hear an appeal by a fellow who, (1) thinks he or she has been unfairly evaluated by a program or that his or her rights as a fellow have been abrogated, and (2) has been unable to resolve the matter in conference with the program director and the Assistant/Associate Dean. While the responsibility for evaluations rests with the program, the primary responsibility of the Committee is to mediate or adjudicate disputes which have not been satisfactorily resolved at the program level in order to protect both fellows and faculty from arbitrary and capricious decisions.

- 7) The Post-Doctoral Fellows Appeals Committee shall hear the grievance. The fellow may bring any person(s) whom he or she thinks will be able to contribute to his or her presentation to the Committee. The Post-Doctoral Fellow Appeals Committee hearing will be recorded. The fellow may be advised at his or her own expense by legal counsel, if desired. The fellow must notify the Committee Chairman at least seven days before the hearing if legal counsel will be present. If the fellow is accompanied by legal counsel at the hearing or at any steps where the

resident and a University official meet, University Legal Counsel shall also be present. Neither counsel for the fellow nor for the University may directly address the Committee in any hearing except in answer to a specific question by a committee member. The Committee shall determine the procedure and conduct of the hearing incorporating the basic principles of due process.

- 8) If after the Committee hearing the parties fail to achieve a mutually satisfactory settlement, the Committee will render a written report containing findings of fact and recommendations regarding the dispute in question to the Dean for his consideration.
- 9) The Dean of the College shall review the hearing proceedings and the report of the appeals committee and render a final decision regarding the grievance and take appropriate action. Any fellow about whom the Committee makes an adverse recommendation to the Dean will have the opportunity to talk with the Dean before the Dean makes a final decision.
- 10) There is no appeal beyond the Dean.

(Regents, 12-4-92, 12-3-02 (end HSC text))

## –2.5—FACULTY HONORS

### 2.5.1—DISTINGUISHED PROFESSORSHIPS

Recipients of distinguished professorships are deemed to have achieved unusual distinction in ~~teaching and guidance of students, research, or service~~ teaching; research; and creative/ and scholarly activity; and professional and University service; and public outreach. The University awards the following distinguished professorships:

- David Ross Boyd Professorships
- George Lynn Cross Research Professorships
- Presidential Professorships
- Regents' Professorships

All nominations shall be made known to the Board of Regents at least 20 days prior to the time that nominees' names appear on an agenda for action. (RM, 5-12-66, p. 8524; amended 5-11-78, p. 14958; 9-26-95, p. 24589)

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policy pertaining to the awarding of distinguished professorships. The specific provisions proscribing the policy and procedures for awarding these distinguished professorships are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents' policy in a Faculty Handbook must be made through action of the Board of Regents.~~

*(The following red text will be included in both ~~both~~ the Norman Campus and the Health Sciences Center and HSC Campus Faculty Handbooks. ~~s~~ Health Sciences Center Faculty Handbook text appears in green text.)*

#### DAVID ROSS BOYD PROFESSORSHIPS

##### Criteria for Selection

To qualify for a David Ross Boyd Professorship, a faculty member must have consistently demonstrated outstanding teaching, guidance, and leadership for students in an academic discipline or in an

interdisciplinary program within the University. Among more specific criteria which may be considered are the degree to which the candidate:

- establishes, communicates, and fulfills appropriate course and program goals;
- utilizes formats and techniques that are appropriate to the students served;
- measures student performance appropriately and fairly;
- establishes relationships with students that facilitate mutual respect and communication;
- stimulates an intellectual inquisitiveness and communicates methods of pursuing that inquiry;
- brings about change in students' knowledge, motives, and attitudes;
- fosters the professional development of colleagues and serves as a model for colleagues and students; and contributes to the success of students.

#### Nomination Procedure

Initiation - The Senior Vice President and Provosts will solicit recommendations for the professorship by September and announce appropriate schedules for processing the nominations.

Recommendations - Any academic unit may submit to the college dean the name of one tenured faculty member with the rank of professor. The recommending unit will be responsible for assembling the supporting documentation. The dean of the college will review the recommendations and add his or her comments to the recommendation(s) considered to be most worthy. The dean will submit all the recommendations and supporting documentation to ~~their Office of~~ the Senior Vice President and Provost. The Senior Vice President and Provosts will forward these materials to the University Council on Faculty Awards and Honors.

Supporting Documentation - Recommendations are to be accompanied by specific evidence that the nominee meets the criteria for selection. Whenever possible, surveys of representative groups of present and former students should be made and reported.

#### Selection Procedure

Review - The Council on Faculty Awards and Honors shall recommend to the President, through the Senior Vice President and Provosts, only those nominated faculty considered by the Council to be most highly qualified and most deserving of being awarded the David Ross Boyd Professorship. The Council also shall transmit all substantiating materials pertaining to all nominees.

Selection - The Senior Vice Presidents and Provosts will review the nominees from the respective campuses and forward their recommendations, along with all nominations and all substantiating materials pertaining to all nominees, to the President, who will make recommendations to the Board of Regents.

#### Perquisites

In the year of designation as a David Ross Boyd Professor, the person receiving the award will receive a one-time cash award of \$6,000 and a permanent salary increase of \$6,000 starting in the subsequent fiscal year. Persons named David Ross Boyd Professors on or after Spring 1996 are not eligible for consideration as Presidential Professors. On the Norman Campus, e~~E~~ach year, the Senior Vice President

and the Provost, in consultation with the Director of the Instructional Development Program, ~~will have~~ shall establish a fund from which David Ross Boyd Professors, who are involved in full time teaching, can request support for their instructional activities.

#### Term of the Award

The term of a David Ross Boyd Professor is continuous until retirement. (RM, 5-11-78, pp. 14955-6; 3-15-89, p. 20938; 6-27-95, p. 24480; 9-26-95, p. 24594)

### GEORGE LYNN CROSS RESEARCH PROFESSORSHIPS

#### Criteria for Selection

To qualify for a George Lynn Cross Research Professorship, a faculty member must have demonstrated outstanding leadership over a period of years in his or her field of learning or creative activity and have been recognized by peers for distinguished contributions to knowledge or distinguished creative work.

#### Nomination Procedure

Initiation - The Senior Vice Presidents and Provosts will solicit recommendations for the professorship by September and announce appropriate schedules for processing the nominations.

Recommendations - Any academic unit may submit to the appropriate Vice President for Research the name of any tenured faculty member with the rank of professor who is deemed to meet the criteria for selection. The Vice President for Research will request that the appropriate academic unit chair/director and college dean review and comment on those recommendations.

Supporting Documentation - Recommendations are to be accompanied by specific indications that the person being recommended meets the criteria for selection. The appropriate Vice President for Research, consulting with knowledgeable persons both within and outside the University, will develop a list of external evaluators to aid in the review process. The specific procedures for evaluating those being recommended will be developed by the Vice Presidents for Research in consultation with the appropriate Research Council.

Evaluations - The Vice President for Research will present to the appropriate Research Council all nominations with the supporting documentation and the comments of the academic unit chair/director and college dean. In addition, the Vice President for Research will present to the Council the external evaluations and his/her own evaluation.

#### Selection Procedure

Final Nomination - The Research Council shall recommend to the President, through the appropriate Senior Vice President and Provost, all those nominated faculty deemed by the Council to fully meet the criteria for selection as George Lynn Cross Research Professors. The Council also shall transmit all substantiating materials pertaining to all nominees. The Council on Faculty Awards and Honors will be informed of those recommended by the Research Council.

Selection - The Senior Vice Presidents and Provosts will review the nominees and forward their recommendations, along with all nominations and all substantiating materials pertaining to all nominees, to the President, who will make the recommendations to the Board of Regents.

### Perquisites

In the year of designation as a George Lynn Cross Research Professor, the person receiving the professorship will receive a one-time cash award of \$6,000 and a permanent salary increase of \$6,000 starting in the subsequent fiscal year. Persons named George Lynn Cross Research Professors on or after Spring 1996 are not eligible for consideration as Presidential Professors. On the Norman Campus eEach year, the appropriate Vice President for Research, in consultation with the Research Council, will have shall establish a fund from which only George Lynn Cross Research Professors can request support for their scholarly and creative activities.

### Term of the Award

The term of a George Lynn Cross Research Professor is continuous until retirement. (RM, 5-11-78, pp. 14956-7; 3-15-89, p. 20938; 6-27-95, p. 24481; 9-26-95, p. 24589)

## PRESIDENTIAL PROFESSORSHIPS

### Criteria for Selection

Presidential Professors are those faculty members who excel in all their professional activities and who relate those activities to the students they teach and mentor. These professors inspire their students, mentor their undergraduate and/or graduate students in the process of research and creative/scholarly activity within their discipline, and exemplify to their students (both past and present) and to their colleagues (both at OU the University and within their disciplines nationwide) the ideals of a scholar through their endeavors in teaching, research/creative activity, and service teaching; research; and creative and / scholarly activity; and professional and University service; and public outreach.

To support this charge, nomination materials will include:

1. The nominee's mini-vita and faculty evaluations for the previous three years (or since beginning at OU the University) and the nominee's complete vita.
2. A narrative assessment (no more than 5 double-spaced pages) of:
  - A. The impact of the nominee's research and creative activity on his/her students.
  - B. The nominee's contribution to the undergraduate instructional enterprise including such examples as:
    - (1) The effectiveness of lower-division and upper-division undergraduate courses developed and taught by the nominee.
    - (2) The extent of the nominee's involvement with undergraduates in advising and mentoring within the academic discipline. This could include the quantity and quality of the independent study enrollments (3990, 4990, 3960, 3980, etc.), Undergraduate Research Opportunities Program (UROP) and Undergraduate Research Day (URD) sponsorships, Research Experience for Undergraduates (REU) sponsorships, placement of undergraduates in quality graduate programs, number of academic advisees,



and the sponsorship of academic clubs or academic honoraries.

(3) The extent of the nominee's involvement with the planning and review of the undergraduate program within the academic unit. This could include chairing an undergraduate studies or program committee that undertook major changes in the undergraduate program or other leadership roles within the academic unit, college, or ~~u~~University that resulted in an updated and improved undergraduate program.

(4) The extent of the nominee's involvement with undergraduates through University-wide programs such as the freshman Gateway course, freshman seminars, the residence hall adopt-a-faculty program, or other programs outside the classroom.

A. The nominee's contribution to the graduate instructional enterprise, including such examples as:

(1) The effectiveness of graduate courses developed and taught by the nominee.

(2) The extent of the nominee's advising and mentoring involvement with graduate students within the academic discipline. This could include numbers of theses and dissertation supervised, publications co-authored with graduate students, graduate students supported through external grants and contracts, and the job placement of the nominee's graduate students.

(3) The extent of the nominee's involvement with the planning and review of the graduate program within the academic unit. This could include chairing a graduate studies or program committee that undertook major changes in the graduate program or other leadership roles within the academic unit, college, or ~~university~~ University that resulted in an updated and improved graduate program.

B. Up to five letters from among current undergraduates or alumni, current or former graduate students, ~~OU~~ University colleagues, or colleagues within the nominee's academic discipline from other campuses. Among all these letters, there should be commentary attesting to the nominee's ability to excel in all professional activities and relate those activities to the students they teach and mentor. However, any one reference is unlikely to be able to attest to all aspects of a nominee's professional activities.

#### Selection Committee

The Norman Campus selection committee will be chaired by the Senior Vice President and Provost and the Vice President for Research, who serve as non-voting members. Thirteen members of the selection committee will be chosen as follows:

The President will select six faculty and three academic administrators from among current members on the Research Council, University Council on Faculty Awards and Honors ~~B~~ Norman Campus members,<sup>4</sup> and Deans' Council. In the initial year, three appointees will be asked to serve a one-year term, three appointees will be asked to serve a two-year term, and three appointees will be asked to serve a three-year term.

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<sup>4</sup> Does not make sense

The President will also select two faculty at-large from the Norman eCampus tenure-track and tenured faculty to serve. In the initial year, one will be asked to serve a one-year term, and the other a two-year term.

The President will also select two distinguished outside individuals to serve. In the initial year, one will be asked to serve a one-year term, and the other a two-year term.

In subsequent years, the selection committee will be composed of six faculty and three academic administrators serving three-year staggered terms, two faculty-at-large serving two-year staggered terms, and two outside individuals serving two year staggered terms.

Any faculty members who are nominees must recuse themselves from the selection committee during that particular year; and the President will replace them so as to maintain the composition of the selection committee.

#### Selection Procedure

Initiation - ~~Beginning with the 1995-96 academic year, t~~The President's Office -- in conjunction with the Senior Vice President and Provost of the Norman Campus and the Senior Vice President and Provost of the Health Sciences Center -- (a) will review the number of vacant Presidential Professorships, (b) will hold three vacancies each year for recruitment leverage, and (c) will issue a call for nominations by September 30. Separate selection committees will be constituted on the Norman and Health Sciences Center campuses.

Nominations - Nominations should be prepared by ~~C~~chairs, ~~D~~irectors, and Committee A, or other faculty groups and forwarded to both the appropriate ~~D~~ean and the Senior Vice President and Provost. Self-nominations will not be accepted. Deans will forward the nominations with their own comments to their campus Senior Vice President and Provost. Each Senior Vice President and Provost will convene ~~their- his/her~~ campus' selection committee.

The Selection eCommittees' selections for the Presidential Professors must be forwarded by February 15 to the President's Office along with all nominations and all substantiating materials pertaining to all nominees. The President will make recommendations to the ~~OU~~ Board of Regents during the March Board of Regents meeting.

The final selections will be announced for Norman Campus at the annual Faculty ~~Tribute Day Luncheon~~ in April Award Ceremony and for the HSC at the Spring ~~General~~ Regular Faculty Meeting.

#### Perquisites

The Professorship is awarded for a four year term. Assistant and Associate Professors receive \$5,000 per year and Professors receive \$10,000 per year. To be eligible for funding in any given year, a faculty member must be considered as a full-time continuing member of ~~T~~he University ~~of Oklahoma faculty~~.

Decisions regarding merit increases in base faculty salary in the academic year will be made independently of faculty status as a Presidential Professor.

Presidential Professors will be given the option each year of receiving the professorship funding as: a (taxable) salary supplement plus associated fringe benefits; paid in two installments, one in the ~~F~~fall semester and one in the ~~S~~spring semester, or as a summer salary, ~~or~~

a faculty development grant within their departmental 122-7XXX account for use in travel, graduate student stipends, instructional enhancement, and research development, ~~or~~

a combination of (1) and (2).

#### Term of Award

The Professorship is granted for a four-year term with the faculty member receiving the funding each year based on ~~their~~ faculty rank. (RM, 9-26-95, p. 24589) ~~HYPHEN~~

### REGENTS' PROFESSORSHIPS

#### Criteria for Selection

To qualify for a Regents' Professorship, a faculty member must have rendered outstanding service ~~to the University,~~ to the academic community, or to an academic or professional discipline, through extraordinary achievement in academic administration or professional service.

#### Nomination and Selection Procedures

Nominees for Regents' Professorships shall be presented to the Board of Regents by the President ~~of the University~~ after conferring with the Chairman of the ~~University Board of~~ Regents, the Chair of the appropriate Faculty Senate, and the University Council on Faculty Awards and Honors. Recommendations for the appointment may be made to the President ~~of the University~~ by any academic unit, administrative officer, or ~~by any~~ faculty member, but such recommendations are not required.

#### Perquisites

In the year of designation as a Regents' Professor, the person receiving the award will receive a one-time cash award of up to \$6,000 and a permanent salary increase of the same amount starting in the subsequent fiscal year. Persons named Regents' Professors on or after ~~S~~spring 1996 are not eligible for consideration as Presidential Professors.

#### Term of the Award

The term of a Regents' Professorship is continuous until retirement. (RM, 5-11-78, pp. 14957-8; 3-15-89, p. 20938; 9-26-95, p. 24594)

### 2.5.2—FACULTY AWARDS

The University of Oklahoma recognizes outstanding ~~teaching, research and creative activity, and professional and University service~~ teaching, research, and creative-/and scholarly activity; and professional and University service; and public outreach by its faculty by presenting several annual awards to deserving nominees. Some awards (including the AMOCO Foundation Good Teaching Award and Merrick Teaching Award) are privately funded, and criteria and method of selection are set forth in joint University-donor contracts.

### 2.5.3—REGENTS' AWARDS

The Regents' Award is an annual University-funded award that may be given for superior accomplishment in any of the following: ~~teaching, research and creative activity, and professional and university service~~ teaching; research -and creative-and-/scholarly activity; and professional and University service; and public outreach.

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#### CRITERIA FOR SELECTION

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Substantiating data should relate directly to the individual's effectiveness in the award area for which he or she is under consideration (~~teaching, research and creative activity, or service~~ teaching; research -and creative-/and scholarly activity; and professional and University service; and public outreach). The data should be derived from as many as possible of the following sources of evaluation: faculty colleagues, undergraduate and graduate students, alumni, departmental chairs, and Committees A and/or personnel committees, ~~and~~ as well as from off-campus sources where appropriate.

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#### NOMINATION PROCEDURE

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The Senior Vice Presidents and Provosts will solicit recommendations for the awards during the fall semester and announce appropriate schedules for processing the nominations.

An academic unit may submit no more than a total of two names for all the Regents' Awards. The name of each person recommended for nomination by the academic unit should be supported by substantiating statements as described under Criteria For Selection. The suggested nominations and supporting information are to be sent to the dean of the academic unit. The dean will transmit to the appropriate Senior Vice President and Provost names of nominees and all substantiating data and will append, for each nominee, his/her own statement of endorsement. The Vice President for Research from each campus shall share in the evaluation of nominees for the Regents' Award for Superior Research and Creative/Scholarly Activity. The Council on Faculty Awards and Honors will consider the nominations and make its recommendations through the Senior Vice Presidents and Provosts to the President.

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**SELECTION PROCEDURE**

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The Council on Faculty Awards and Honors shall consider only the formal nominations. The Council may seek additional data about the nominees from such sources as seem appropriate.

The Council shall recommend to the President, through the Senior Vice President and Provosts, as many as nine faculty members for the awards, with the understanding the majority of the awards will be given for Superior Teaching. The Council also shall transmit all substantiating materials pertaining to all nominees. The Senior Vice President and Provosts will review the nominees and forward their recommendations, along with all substantiating materials, to the President, who will make recommendations to the Board of Regents for consideration.

The final selection of the recipients will be made by the ~~OU~~ Board of Regents.

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**ANNOUNCEMENT**

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The recipients of the Regents' Award for Superior Teaching, Regents' Award for Superior Research and Creative/Scholarly Activity, and Regents' Award for Superior Professional and University Service and ~~Public Outreach~~ will be announced by the Board of Regents at spring meetings of the faculty.

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**PERQUISITES**

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Each award will consist of affixing the recipient's name to a permanent plaque in a prominent and suitable location; and a cash award of \$2,000. A certificate suitable for framing will be presented to the recipient. (RM, 5-11-78, pp. 14958-60; amended 9-11-86, pp. 19214-5; 6-27-95, p. 24478)

#### 2.5.4—COLLEGE AWARDS FOR FACULTY AND STAFF

Colleges that wish to use private funds to give faculty or staff merit awards for outstanding performance ~~using private funds~~ must secure the Senior Vice President and Provost's approval of the selection procedure and the amount of awards prior to any advertising or announcement. As a general rule, awards are given once a year and are limited to less than 10 percent of the recipient's salary. Annual deadlines will be established for the submission of criteria and awards. Announcements of recipients will not be made until the President has approved the annual recommendation. These awards will be made from absolutely unrestricted funds or funds designated specifically for faculty/staff awards. Recipients will be issued an IRS Form 1099 with the payment from ~~the~~ OU- University of Oklahoma Foundation. (RM, 12-19-90, p. 22154; 3-7-91, pp. 22266-67)

## 2.6—GENERAL ACADEMIC ISSUES

### 2.6.1—DENIAL OF ADMISSION

~~Any persons may be denied admission to the University if, in the opinion of the administration, his presence would constitute a clear and present danger to persons and property within the University community.~~

Any person who is otherwise academically qualified, meets all University admissions requirements and ~~who~~ is denied admission for this any reason may appeal that denial by requesting a hearing before the Committee on Academic Regulations within 15 University business days of postmark. The Committee shall proceed as quickly as possible to hear the matter so that one who has been wrongfully denied admission will not be prejudiced in his ability to perform the academic work required of him in that semester. (RM, 4-12-73, pp. 12125-26)

### 2.6.2—ACADEMIC APPEALS BOARDS- NORMAN CAMPUS

In each college of the University there shall be established an Academic Appeals Board consisting of an equal number of students and faculty. Faculty members of the Board will be chosen by the faculty of the college for a term determined by the faculty. Student members of the Board will be appointed for a term of one year by the dean of the college upon recommendations from the UOUSA Student President.

(The text below appears in the Norman Campus faculty and student handbooks.)

The responsibility for academic evaluations of students rests with the faculty. If a student feels wrongfully and unfairly treated by an instructor and if he or she is unable to resolve the matter in conference with the instructor or the departmental chair/director of the academic unit, an appeal may be made with the Academic aAppeals bBBoard of the college offering the course. Any thesis and dissertation appeals shall be heard by the Graduate College appeals board.<sup>5</sup>

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in these powers and duties is the governance of all policy pertaining to academic appeals boards. The specific provisions proscribing academic appeals boards are set forth in the Norman Campus and HSC Faculty Handbooks. Any modification to a Regents policy in the above referenced documents must be made through action of the Board of Regents.~~

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<sup>5</sup> This policy is also in Section 5. See our full review there. Include only one place.

~~(The red text below should appear in both the Norman Campus and HSC Faculty Handbooks, the Student Handbook of the HSC, and the Student Code of Responsibility and Conduct for the Norman Campus bluegreen)~~

Each Academic Appeals Board will hear cases in which the issue to be resolved is that of prejudiced or capricious evaluation, or alleged inability to speak the English language ~~in~~ to the extent necessary to adequately instruct students.

Except for those cases which arise in the College of Law, the following procedures shall apply. (For the procedures in the College of Law, refer to the College of Law Code of Academic Responsibility)

An Academic Appeals Board will hear a case only after a the student has notified an instructor of a dispute over an academic evaluation and after the student has made an unsuccessful attempt to resolve differences with the instructor, if necessary in consultation with the department chair. In cases of end-of-term evaluations, a student must notify an instructor of a dispute over an academic evaluation and must attempt to resolve differences no later than February 15 for the previous fall semester or winter intersession, and no later than September 15 in cases of end-of-term evaluations for the previous spring semester, spring intersession, or summer ~~session~~ term. In cases of an evaluation made known to a student during the term, the student must notify an instructor of a dispute over an academic evaluation and must attempt to resolve differences no later than 15 calendar days (excluding Saturdays, Sundays, and University holidays from classes) after the results of evaluation are made known to the student. If a student fails to notify an instructor or fails to attempt resolution within the appropriate time limit, the Academic Appeals Board shall deny any request for a hearing on the claim unless, in the view of the Academic Appeals Board, the student has been prevented from complying with the appropriate time limit (as, for example, in the case of a student being called into military service).

The filing of a written request for a hearing on a claim before the appropriate Academic Appeals Board shall be within 10 calendar days (excluding Saturdays, Sundays, and University holidays from classes) following the day when the attempts at resolution in paragraph (1) above are completed. The Academic Appeals Board shall deny any request for a hearing on a claim which does not meet this deadline unless, in the view of the Academic Appeals ~~h~~Board, exceptional circumstances exist whereby the student is prevented from filing the claim. Furthermore, if in the judgment of the Academic Appeals Board, the case is deemed to be without merit or has already been satisfactorily resolved in the department, the Academic Appeals Board may refuse ~~the student a hearing to~~ hear the matter .

To avoid a jurisdictional impasse, the appeal shall be heard by the Academic Appeals Board in the undergraduate college in which both the course and the instructor are located. Any thesis and dissertation appeals shall be heard by the Graduate College Appeals Board.

It shall be the primary function of ~~a~~ the Academic Appeals Board to adjudicate disputes which have not been satisfactorily resolved on the department level.

Each Academic Appeals Board shall be given the responsibility of establishing its own rules of procedure. Such rules as it establishes must be consistent with the full protection of the rights of all parties involved.

Meetings of ~~a~~ the Academic Appeals Board ~~may~~ shall be confidential and closed to the public except as otherwise permitted by law and agreed to by all parties.

Decisions of the Academic Appeals Board shall be communicated in writing to the Academic Appeals Board's dean, the student's dean, the student, and the instructor. The Academic Appeals Board's decisions shall be final and shall be implemented unless either the student or the instructor makes written appeal to the Executive Committee (or comparable body) of the degree-recommending college within 10 calendar days (excluding Saturdays, Sundays, or University holidays from classes) after being notified of the Academic Appeals Board's decision. The decision of the Executive Committee (or comparable body) shall be final and shall be implemented unless either the student or the instructor makes written appeal to the faculty of the degree-recommending college within 10 calendar days (excluding Saturdays, Sundays, or University holidays from classes) after being notified of the Executive Committee's decision. In the case of an appeal to the faculty of the degree-recommending college, the faculty's decision shall be final and shall be implemented. The faculty of a degree-recommending college, however, may delegate ~~their~~ its authority to consider appeals under this policy to the Executive Committee (or equivalent body) of the degree-recommending college, in which case the decisions of the Executive Committee shall be final and shall be implemented without appeal to the faculty. Revisions to this policy shall be reviewed by the Faculty Senates and the Student Code Revision Committee. (RN, 7-23-87, pp. 19840-43) (end NC text)

~~Revisions to this policy shall be reviewed by the Faculty Senates and the Student Code Revision Committee. (RN, 7-23-87, pp. 19840-43)~~

(The text below appears in the Health Sciences Faculty Handbook.)

#### 4.17

#### ACADEMIC APPEALS BOARDS

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All academic appeals must be handled according to the following process:



The responsibility for academic evaluations of students rests with the faculty. If a student feels he or she has received a prejudiced or capricious evaluation by an instructor, and if he or she is unable to resolve the matter in conference with the instructor or the departmental chair, an appeal may be made to the appeals Board of the college offering the course. Any thesis and dissertation appeals shall be heard by the Graduate College Appeals Board.

In each college of the University, there shall be established an Academic Appeals Board consisting of an equal number of students and faculty. Faculty members of the board will be chosen by the faculty of the college for a term determined by the faculty. Student members of the Board will be appointed for a term of one year by the dean of the college upon recommendations from the college student association president.

- (a) It shall be the primary function of a Board to adjudicate disputes which have not been satisfactorily resolved at the department level.
- (b) A Board will hear a case only after a student has notified an instructor of a dispute over an academic evaluation and after the student has made an unsuccessful attempt to resolve differences with the instructor, if necessary in consultation with the departmental chair. In cases of end-of-term evaluations, a student must notify an instructor of a dispute over an academic evaluation and must attempt to resolve differences no later than February 15 for the previous fall semester or winter intersession; and no later than September 15 in cases of end-of-term evaluations for the previous spring semester, spring intersession, or summer term.

In cases of an evaluation made known to a student during the term, the student must notify an instructor of a dispute over an academic evaluation and must attempt to resolve differences no later than 15 calendar days (excluding Saturdays, Sundays, and University holidays from classes) after the results of the evaluation are made known to the student. If a student fails to notify an instructor or fails to attempt resolution within the appropriate time limit, the Board shall deny any request for a hearing on the claim unless, in the view of the Board, the student has been prevented from complying with the appropriate time limit (as, for example, in the case of a student being called into military service).

- (c) The filing of a written request for a hearing on a claim before the appropriate Academic Appeals Board shall be within 10 calendar days (excluding Saturdays, Sundays, and University holidays from classes) following the day when the attempts at resolution in paragraph (b) above are completed. The Board shall deny any request for a hearing on a claim that does not meet this deadline unless, in the view of the Board, exceptional circumstances exist whereby the student is

prevented from filing the claim. Furthermore, if in the judgment of the Board, the case is deemed to be without merit or already has been satisfactorily resolved in the department, the Board may refuse the student a hearing.

(d) Each Board shall be given the responsibility of establishing its own rules of procedure. Such rules as it establishes must be consistent with the full protection of the rights of all parties involved.

(e) Meetings of a Board may be closed to the public.

(f) If a Board fails to achieve a settlement mutually satisfactory to the parties involved, it will recommend a means of settling the dispute to the executive committee (or comparable body) of the college, where final disposition of the case will be made.

(Regents, 6-19-96, 1-26-99, 12-3-02) (end HSC text)

## 2.6.3—STUDENT ACADEMIC INTEGRITY

Academic Integrity means honesty and responsibility in scholarship. The basic assumptions regarding student academic work at the University of Oklahoma are:

- a) Students attend the University of Oklahoma in order to learn and grow intellectually.
- b) Academic assignments exist for the sake of this goal and grades exist to show how fully the goal is attained.
- c) A student's academic work and grades should result from the student's own effort to learn and grow. Academic work completed any other way is pointless, and grades obtained any other way are fraudulent.

Academic integrity means understanding and respecting these basic truths, without which no University can exist. Academic misconduct violates the assumptions at the heart of all learning. It destroys the mutual trust and respect that should exist between student and professor. Academic misconduct is unfair to students who earn their grades honestly.

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**ACADEMIC MISCONDUCT CODE —~~NORMAN CAMPUS~~**

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Academic misconduct includes (a) cheating (using unauthorized materials, information, or study aids in any academic exercise or on national board examination), plagiarism, falsification of records, unauthorized possession of examinations, intimidation, and any and all other actions that may improperly affect the evaluation of a student's academic performance or achievement; (b) assisting others in any such act; or (c) attempts to engage in such acts.

**GENERAL PROVISIONS**

**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.

**DEFINITIONS**

## ACADEMIC MISCONDUCT

Any act which improperly affects the evaluation of a student's academic performance or achievement, including but not limited to the following:

- a) Cheating: the use of unauthorized materials, methods, or information in any academic exercise, including improper collaboration;
- b) Plagiarism: the representation of the words or ideas of another as one's own, including:
  - 1) Direct quotation without both attribution and indication that the material is being directly quoted, e.g. quotation marks;
  - 2) Paraphrase without attribution;
  - 3) Paraphrase with or without attribution where the wording of the original remains substantially intact and is represented as the author's own;
  - 4) Expression in one's own words, but without attribution, of ideas, arguments, lines of reasoning, facts, processes, or other products of the intellect where such material is learned from the work of another and is not part of the general fund of common academic knowledge;
- c) Fabrication: the falsification or invention of any information or citation in an academic exercise;
- d) Fraud: the falsification, forgery, or misrepresentation of academic work, including the resubmission of work performed for one class for credit in another class without the informed permission of the second instructor; or the falsification, forgery or misrepresentation of other academic or medical records or documents, including admissions materials ~~and~~ transcripts and patient records; 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.

### 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.

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### ACADEMIC MISCONDUCT BOARDS ~~(5.1)~~

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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~~ 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~~ *ad hoc* AMB members. ~~This includes forming ad hoc AMBs during the summer months- terms in order to assure timely review of cases.~~ 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-AMB~~ in administrative matters, such as scheduling ~~of~~ cases, ~~providing~~ notification of hearings and decisions, and ~~maintenane~~ *maintaining* ~~of~~ records.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in these powers and duties is the governance of all policy pertaining to the academic misconduct code. The specific provisions proscribing the academic misconduct code are set forth in the Norman Campus and HSC Faculty Handbooks, the Student Code of Responsibility and Conduct, and the Student Handbook of the HSC. Any modification to a Regents' policy in the above referenced documents must be made through action of the Board of Regents.~~

*(The ~~red~~ text below should appear in both the Norman Campus Faculty Handbook, and the Student Code of Responsibility and Conduct for the Norman Campus)*

#### 1. General Provisions<sup>6</sup>

### ACADEMIC MISCONDUCT CODE, NORMAN CAMPUS (EXCLUDING LAW)

#### 1. GENERAL PROVISIONS

##### 1.1 BASIC PRINCIPLE OF HONESTY

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<sup>6</sup> ~~This is not the current AMC for the Norman Campus, so it was not reviewed again..~~

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. The following terms illustrate but do not delimit or define academic misconduct:

- (a) Cheating: the use of unauthorized materials, methods, or information in any academic exercise, including improper collaboration;
- (b) Plagiarism: the representation of the words or ideas of another as one's own, including:
  - (1) direct quotation without both attribution and indication that the material is being directly quoted, e.g. quotation marks;
  - (2) paraphrase without attribution;
  - (3) paraphrase with or without attribution where the wording of the original remains substantially intact and is represented as the author's own;
  - (4) expression in one's own words, but without attribution, of ideas, arguments, lines of reasoning, facts, processes, or other products of the intellect where such material is learned from the work of another and is not part of the general fund of common academic knowledge;
- (c) Fabrication: the falsification or invention of any information or citation in an academic exercise;
- (d) Fraud: the falsification, forgery, or misrepresentation of academic work, including the resubmission of work performed for one class for credit in another class without the informed permission of the second instructor; or the falsification, forgery or misrepresentation of other academic records or documents, including admissions materials and transcripts; or the communication of false or misleading statements to obtain academic advantage or to avoid academic penalty;
- (e) Destruction, misappropriation or unauthorized possession of University property or the property of another;
- (f) Bribery or intimidation;

(g) Assisting others in any act proscribed by this Code; or

(h) Attempting to engage in such acts.

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 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.

## 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.

#### 2.4 NOTIFICATION OF THE CAMPUS JUDICIAL COORDINATOR

All complaints shall be made in writing, ordinarily within fifteen regular class days of discovery, 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.

### 3 NOTICE TO THE STUDENT

#### 3.1 NOTIFYING THE STUDENT

Ordinarily within 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.

##### 3.1.1 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.

##### 3.1.2 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.

#### 3.2 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 § 4.1.

#### 3.3 DEFAULT

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

#### 3.4 CONTINUED ENROLLMENT PENDING RESOLUTION

A student may continue his or her regular enrollment in the University pending administrative resolution of misconduct allegations. However, while a question of academic misconduct exists, a student may not graduate or receive a transcript without approval of the 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 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~~ *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 shall be maintained as follows:

- (a) Records of admonitions and the sanction of Censure shall be maintained for four years, subject to review as provided in part (c) of this section. Records of grade penalties shall be maintained permanently.
- (b) Records of disciplinary sanctions other than Censure shall be maintained permanently, subject to review as provided in part (c) of this section.
- (c) Students and former students who have received a disciplinary sanction for academic misconduct may at any time request that the record be removed from their student file. This is an extraordinary step requiring a showing of good cause by the student. The request, along with the reasons 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 within 30 regular class days of the decision of the AMB as to the facts. 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

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.

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(Regents, 6-9-98)

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*(The ~~green~~-text below should appear in both the HSC Campus Faculty Handbook, and the ~~S~~student ~~H~~handbook ~~C~~ode of the HSC)*

## NOTIFICATION OF CHARGE

### Notification of Dean

Notification of the dean shall be in writing with a brief description of the evidence and shall be made within ten University business days after discovery of the incident, exclusive of University breaks or academic intersessions.

If the incident is discovered in a particular course, the faculty member must fail the student on the examination or paper and notify his or her dean of the incident as well as the student's dean if different.

For other incidents including discovery of the misconduct by other personnel (e.g., academic records) or reported to those personnel by a student or other person or if no particular class is involved (e.g., submission of falsified records), the student's dean shall be notified.

### Notification of the Student

The student's dean shall initiate academic misconduct code procedures against the student. The dean shall notify the student of the charge of academic misconduct, describing the alleged act, and the grade penalty determined by the instructor, if a course is involved, in writing by serving the student in person or by certified mail, return receipt requested. The dean shall simultaneously send notification to the Vice Provost ~~of Educational Services for~~ Academic Affairs

### CONFERENCE WITH VICE PROVOST ~~OF EDUCATIONAL SERVICES FOR~~ ACADEMIC AFFAIRS

Within five University business days of the date of service, the student shall contact the Vice Provost ~~of Educational Services for~~ Academic Affairs and schedule a conference to discuss the matter.

If the student fails to respond within the prescribed time or fails to meet as directed, the student shall be in default and thereby waives the right to all University hearings, appeals, and challenges. In the event of a default at this point, the Vice Provost ~~of Educational Services~~ shall notify the student's dean who shall confirm imposition of grade sanctions and implement disciplinary sanctions.

At the conference between the student and the Vice Provost ~~of Educational Services, for~~ Academic Affairs, the Vice Provost ~~of Educational Services~~ shall describe the academic misconduct process, possible sanctions, and the student's right (a) to a hearing with adequate notice; (b) to be represented by an attorney at the student's expense, in which case the University reserves the right to be represented by University ~~H~~Legal ~~e~~Counsel; and (c) to refrain from discussing the matter or from making any statement regarding the matter. At the conclusion of the conference, the student may:

**Deny the Charges** — If the student denies the charges and wishes a hearing to contest them, the student must submit a written request for such a hearing to the Vice Provost ~~of Educational Services~~ within five University business days of the conference. Failure to do so 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.

**Admit the Charges** — If the student admits to the charges at this time or denies the charges but fails to submit a request for a hearing, the Vice Provost ~~of Educational Services~~ will inform the student's dean and the dean of the college offering the course. The grade penalty shall be confirmed, and the student's dean shall make his or her decision regarding further sanctions, if any. Provided, however, that if the student admits to the charges but wants to confer with the dean or to submit a written statement concerning extenuating circumstances affecting disciplinary sanctions, the student may do so only within five days of the date of admission of the charge. Failure to do so within the five days will result in the dean making his or her decision without such information.

Nothing in this policy is intended to preclude the student from discussing the incident with the person initiating the charge, if that person agrees. Such a meeting should be scheduled after the conference between the student and Vice Provost ~~of Educational Services~~ for Academic Affairs. Any such meeting shall not extend the period of time for requesting a hearing.

The person initiating the charge of academic misconduct may withdraw the charge at any time by sending written notice to the student's dean. The dean shall inform, in writing, the Vice Provost ~~of Educational Services~~ and others involved that the charge has been withdrawn and, at his or her discretion, may terminate the case.

## HEARING

### 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 AMB shall be determined by the dean on an ~~ad hoc~~ ad hoc basis from a pool of ten faculty and ten students. The faculty members for the pool shall be determined by the faculty of the college. Student members shall be appointed or selected from nominations submitted by appropriate student organizations. Terms of service shall begin September 1 and end August 31 except that, if a hearing is in progress at this time, any retiring member shall be continued on the board until the case in progress is closed.

The dean of the college shall appoint an additional faculty member who shall be nonvoting to chair the AMB and to be responsible for the board's administrative matters, including scheduling of cases, notification of hearings and decisions, and maintenance of records.

### Selection of AMB to Hear the Appeal

In a case in which a hearing has been requested, the facts of the case shall be determined by the AMB of the student's college.

### Scope of Hearing

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 the alleged act.

The Board will also hear any evidence and argument by the parties concerning extenuating circumstances that may affect decisions about what disciplinary actions might be imposed and may make recommendations to the dean concerning disciplinary sanctions. (See section on Disciplinary Actions.)

### Hearing Procedures

- (a) Each AMB shall establish the procedures to be followed for the hearing.
- (b) Prior to the hearing each party shall furnish to the other party a list of witnesses to be called at the hearing.
- (c) Students who elect to have legal counsel representation at the hearing shall furnish the name of such counsel, when identified, to the Dean and the chair of the AMB.
- (d) Written notification of a hearing must be distributed to the parties involved at least five University business days in advance of the hearing date, and shall 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 hearing;
  - (4) A brief factual statement of the charges and issues involved.
  - (5) Names of AMB members and a statement that parties have a right to challenge any member no later than 5 days prior to the hearing.

~~The student should have an opportunity to respond in writing to the allegation.~~

- (e) Students who fail to appear after proper notice will be deemed to have plead guilty to the charges against them.
- (f) Hearings shall be closed to the public and shall be confidential
- (g) Hearings shall be tape recorded or transcribed.



(h) Witnesses shall be asked to affirm that their testimony is truthful.

(i) The burden of proof shall be upon the college complainant, which must establish the guilt of the respondent by a preponderance of the evidence.

(j) Prospective witnesses other than the complainant and the student are excluded from the hearing during the testimony of other witnesses. All parties, witnesses, and the public shall be excluded during AMB deliberations.

(k) Formal rules of evidence shall not be applicable in these proceedings. The presiding officer of each board shall give effect to the privileges recognized by law. ~~See the Oklahoma Administrative Procedures Act, Section 310.~~

(l) The AMB shall not receive or consider arguments about the legality of any provision under which a charge has been brought or the legality of the procedures under which the hearing is proceeding. Such questions should be presented in writing to the Senior Vice President and Provost.

(m) Principals in the case shall have reasonable opportunity to question witnesses and present information and argument deemed relevant by the board.

(n) Final decisions of all AMB's concerning guilt or innocence and recommendations to the dean regarding sanctions shall be by majority vote of the members present and voting. The final report shall contain a written statement setting forth findings of fact, the decision on each of the charges, and may contain recommendations for disciplinary sanctions with the reasoning behind these recommendations. A minority report may be filed.

#### Findings of AMB

If the AMB finds that the facts do not support the allegations, the charges will be dismissed. The chair of the AMB shall transmit the decision in writing to the student's dean, the dean of the college offering the course, if different, and the Vice Provost ~~of Educational Services~~ for Academic Affairs within five University business days of the conclusion of the hearing. The dean shall notify the student in writing of the decision of the AMB within ten University business days after receiving the AMB decision. The matter is then ended, and the grade is changed appropriately. The AMB record of the case shall be destroyed by the chair of the AMB 20 days after transmittal of the decision.

If the AMB finds that the facts support the allegations against the student, the student shall be found guilty, and the AMB may recommend disciplinary sanctions. The AMB's decision and recommendations must be transmitted to the appropriate deans and the Vice Provost ~~of Educational Services~~ for Academic Affairs in writing within five University business days of the conclusion of the hearing. The record of the hearing will be forwarded to the student's dean by the chair of the AMB within ten University business days after receiving them, excluding University breaks and academic intersessions. The student's dean shall notify the student in writing of the ~~decision findings~~ and recommendations of the AMB and of the dean's decision. 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 to other parties who have a legitimate need to know of the action. Implementation of the appropriate action or disciplinary sanction by the dean shall end the process.

## DISCIPLINARY ACTIONS

## Grade Penalties

An instructor who concludes that a student has engaged in, or is engaging in, academic misconduct must fail the student on the examination or paper and may set additional penalties to the extent of denying credit in the course. The instructor's grade sanctions will not become final until the student is found guilty by the AMB, defaults, or admits the charges. The dean has the responsibility to confirm that the appropriate grade is recorded on official student records.

Additional Disciplinary Sanctions

~~The disciplinary sanctions noted below may be recommended:~~ The AMB may recommend disciplinary sanctions including but not limited to those noted below:

(a) 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 Office of the Vice Provost ~~of Educational Services~~ for Academic Affairs. Copies of the letter of censure shall be provided to the student, the Vice Provost ~~of Educational Services~~ for Academic Affairs, the appropriate deans, and the instructor.

(b) Limited Notation Suspension - Suspension from classes and other privileges for a period of not less than one semester or more than one calendar year. During this period, the student will not be allowed to earn credits for transfer to ~~The University of Oklahoma 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. University of Oklahoma~~ transcript and shall not be acceptable transfer credit at ~~The University of Oklahoma of Oklahoma~~. A notation of suspension for academic misconduct shall be made on the student's transcript. 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 student's college is responsible for ~~removing~~ notifying the Registrar to remove the notation.

(c) Permanent Notation Suspension - Suspension from classes and other privileges for a period of not less than one semester or more than one calendar year. During this period, the student will not be allowed to earn credits for transfer to ~~The University of Oklahoma 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. University of Oklahoma~~ transcript and shall not be accepted as transfer credit at The University of Oklahoma. A permanent notation of suspension for academic misconduct shall be made on the student's transcript.

(d) Expulsion - Termination of student status for an indefinite period, intended to be permanent. A notation of expulsion for academic misconduct shall be made on the student's transcript. Such notation shall be permanent. A student may be reinstated after expulsion, if recommended by the student's dean after a complete reconsideration of the student's case.

## DETERMINATION OF DISCIPLINARY SANCTION

The student's dean shall determine the appropriate disciplinary sanction. The dean may consider the evidence in the record regarding extenuating circumstances and may request additional information prior to making his or her decision.

~~The student's dean 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. Implementation of the appropriate action or disciplinary sanction by the dean shall end the process.~~

## APPEALS

Decisions regarding the facts and the disciplinary action shall be final and not appealable within the University, unless (1) manifest procedural irregularities effectively denied the student a fair hearing; (2) new and significant evidence becomes available which could not have been discovered by a reasonably diligent student before or during the original hearing; or (3) probable inequity exists in the disposition of the matter. Such appeals must be made within ten days of the time such grounds for the appeal are discovered or should have been discovered.

Appeals 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 according to procedures he deems appropriate.

Harmless deviations from prescribed procedures may not be used to invalidate the decision or proceeding. Technical departures from these procedures and errors in their application 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.

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. ~~(RM, 4-12-84, pp. 17883-89) (Regents 6-9-98, 1-26-99, 1-3-02) (end HSC text)~~

### 2.6.4—DEGREES GRANTED BY THE OKLAHOMA STATE REGENTS FOR HIGHER EDUCATION

Pursuant to the Oklahoma State Constitution, ~~the~~ Oklahoma State Regents for Higher Education shall grant degrees and other forms of academic recognition for completion of the prescribed courses in all state educational institutions. ~~(Constitution of Oklahoma, section 2, article XIII A, O.S. 1971, Title 70, Section 3206, Oklahoma State Regents Policy Manual II 2-39)~~

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#### CERTIFICATES AND DIPLOMAS

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~~15-~~All certificates may bear the Seal or Coat of Arms of the University, and all diplomas awarded on the achievement of a degree shall bear the Seals of the University and ~~of the~~ Oklahoma State Regents for Higher Education. In issuing diplomas or certificates for whatever purpose, the University and all of its divisions shall conform to the ~~following~~ specifications stipulated by the Oklahoma State Regents of Higher Education and endorsed by which have the authority of the Board of Regents of the University of Oklahoma:

#### DIPLOMAS

~~3-~~ The diplomas of the University, for any and all degrees, may be changed only on recommendation of the President ~~of the University~~ and with the approval of the University Board of Regents and ~~of the~~ Oklahoma State Regents for Higher Education.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the endorsement of all OSRHE policy pertaining to diplomas and credit certificates. The specific provisions proscribing the issuing of diplomas and credit certificates are set forth in [?? Guidelines of the Office of Academic Records, OU General Catalog] of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents~~

~~6-~~ Degrees achieved with honors, pursuant to University and/or State legislation, shall be recognized by diplomas attesting the character of such honors and their relative degree.

~~17-~~ Multiple Degrees; ~~Late Application C-~~ Two degrees are not to be conferred on a student at the same commencement, unless the requirements for both degrees have been completed since the last commencement. In that case, two degrees may be conferred on a student by special permission of the faculty or faculties concerned.

~~18-~~ If a student does not apply for a degree when the requirements for the degree are complete and does not apply for this degree later, the degree may be conferred by special permission of the faculty ~~As of~~ the year when the requirements were actually completed. When the degree is dated as of a previous year, an extra approved charge will be assessed in addition to all other fees required for graduation.

19. Duplicate Diplomas: ~~C~~The University ~~of Oklahoma~~ will issue a duplicate diploma when an original has been mutilated, provided the original diploma is returned to the Office of Admissions and Records.

The University will issue a duplicate diploma when the original diploma has been lost or destroyed, provided the recipient presents evidence in affidavit form that the original diploma has been lost or destroyed.

The University will issue a duplicate diploma under a change of name, provided the recipient presents a court order attesting the legal name change, and the original diploma is returned to the Office of Admissions and Records or an affidavit is filed to the effect that the original diploma has been lost or destroyed, and the student's official educational record is changed accordingly.

Duplicate diplomas will be printed in the format and typography of the University's current diplomas, carrying current signatures, but bearing the original date of conferral and carrying the following notation printed in a single line directly below the seals and signatures: "Reissued by the University on \_\_\_\_\_, ~~1920~~, in lieu of the diploma originally given under the above date." Duplicate diplomas will conform in size to those currently being issued by the University. Duplicate diplomas will be ordered at a time other than when the University is ordering diplomas for current graduates. An approved charge will be made for a duplicate diploma, ~~and~~ the request for the duplicate diploma must be submitted in writing, ~~together~~ with the approved fee charged for the duplicate diploma, to the Office of Admissions and Records prior to the University's ordering the diploma.

Because of the importance diplomas play professionally in the disciplines associated with the Health Sciences Center, it will be understood that the Health Sciences Center will, when it is able to do so, supply diplomas as identical as possible to the original diploma and, when that is not possible, will use the regulations above. (RM, 6-15-35, p. 546; 10-8-64, p. 7963; 11-9-67, p. 9164; 5-14-70, p. 10338; 6-14-79, p. 15572; 10-16-85, p. 18615; 11-14-91, p. 22658; 1-28-98, p. 25759)

### Posthumous Degrees

~~Section II-2-41 of~~ The Oklahoma State Regents for Education Policy Manual authorizes the granting of posthumous degrees. Such degrees shall generally be unearned, nonacademic degrees recognizing the meritorious but incomplete earned work of a deceased student. In general, the student to whom a posthumous degree is to be awarded should have been a senior with ninety or more earned credit hours. Requests to confer a posthumous degree must be approved by the faculty, dean, Senior Vice President and Provost, and University of Oklahoma Board of Regents before being forwarded for consideration by the Oklahoma State Regents for Higher Education. Such requests are considered on a case-by-case basis.

**CERTIFICATES**

~~1—~~Certificates bearing the name and the Seal or Coat of Arms of the University may be issued only by ~~the University of Oklahoma~~, pursuant to the applicable legislation in each instance, as created by the President and Board of Regents and/or the State as represented by the Oklahoma State Regents for Higher Education or the Governor ~~and or~~ Legislature of the State of Oklahoma. Academic colleges, schools, departments, and other subdivisions of the University do not have such authority. (Oklahoma State Regents for Higher Education policy, II-2-41,6)

**CREDIT CERTIFICATES**

~~2—~~The Office of Admissions and Records is charged with the responsibility of administering the regulations governing the issuance of certificates. Except for those prepared by the Health Sciences Center and by the College of Continuing Education and Public Service as provided elsewhere in this policy, all certificates are to be printed under the supervision of the Office of Admissions and Records with their design and typography being prescribed the Office of Admissions and Records.

~~4—~~No certificates intended as an extension or elaboration of the curricular requirements for a degree shall be issued by the University or any subdivision thereof, nor shall certificates be issued for courses, programs of ~~students~~ study, or stages required by the University in the fulfillment of the prescriptions for a degree.

~~5—~~Curricular programs based upon University policy and/or State legislation, for which University credit is allowed but for which no degrees are granted (as, for example, the program in Office Administration), may be recognized by certificates, in a form to be prescribed from time to time.

*(Delete unless Jim Pappas wants in)*

~~9—~~Certificates for ~~other~~ forms of professional proficiency other -than those ~~hereinbefore~~ described above may be issued only if programs for the achievement of such proficiency have been approved by the University Board of Regents and/or the Oklahoma State Regents for Higher Education and are incorporated in the official publications of the University describing its curricular requirements. Nothing in this section shall be construed to contravene the provisions of Section 4 hereof.

**NONCREDIT CERTIFICATES**

*(Marcia Bennet and Jim Pappas are reviewing this language again)*

~~12—~~Noncredit certificates (eg. certificates of participation, certificates of completion, certificates of achievement) may be issued through the College area of Continuing Education ~~and Public Service~~ recognizing achievement of proficiency in some designated area through successful completion of either single or multiple course, credit-free, University-sponsored continuing education activities (e.g. short courses, conferences, workshops, professional development, and training). Such activities may be

conducted in association with recognized professional associations, business groups, government agencies, and/or other academic units of the University and the certificate may so state, although certificates may ~~only~~ be issued only in the name of The University of Oklahoma. Certificates shall designate their issuing authority as “The University of Oklahoma, Continuing Education and Public Service,” or if applicable, “The University of Oklahoma, College of Continuing Education and Public Service, in association with (name of appropriate professional association or academic unit)”.~~.”~~”

Courses or sequences of courses upon which such certificates will be based must be submitted for prior review to, and must conform to requirements for course content and quality established by a review committee composed of representatives of the College of Continuing Education and Public Service and of the University faculty.

Certificates recognizing achievement in credit-free College of Continuing Education and Public Service activities will be administered through the Office of the Vice President for University Outreach. That office will be responsible for the design, printing, issuance, and recording of all such certificates.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the endorsement of all OSRHE policy pertaining to non-credit certificates. The specific provisions proscribing the issuing of non-credit certificates are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents~~

~~(The red text below will appear in both the Norman Campus and HSC Campus Faculty Handbooks. The Health Sciences Center Faculty Handbooks text appears in green text.)~~

8. Programs leading to professional proficiency of such an order as those provided by the University for fellows, residents, interns, and for other programs of professional training, whether terminal and without degree status, post-degree, or post-doctoral, at the Health Sciences Center and/or affiliated hospitals may be recognized by certificates in a form to be prescribed from time to time.

10. Certificates issued in conformity with University and/or ~~S~~state legislation may be printed only in the name and under the authority of the University. Hence, no certificate of any character may be issued under authority of any other agency naming the University as a cooperating institution in the program of training sponsored cooperatively with the University by such agency, except as provided ~~in Section 8~~ above.

11. Certificates may be issued by the University, pursuant to appropriate University and/or ~~S~~state legislation, as incorporated in the official publications of the University from time to time, for attendance at University-sponsored programs of formal instruction and/or research at the pre- and post-doctoral levels, and such levels shall be recognized in such certificates. Such certificates shall conform to the provisions ~~of Section 10~~ hereof.



~~13.~~ Certificates of participation in short courses, workshops, and professional gatherings may be issued by the colleges at the Health Sciences Center in a form to be prescribed from time to time, but such certificates shall avoid the appearance and/or the implications of academic credit or professional proficiency reserved to formal programs of academic study.

~~14.~~ Certificates may be issued by the University, under appropriate legislation, to winners and participants in scholarly competitions sponsored by the University and conducted in its name, whether such contestants are of non-resident, high school, undergraduate, or graduate status, in a form to be prescribed from time to time.

~~16.~~ The Regulations hereinbefore described shall supersede all previously published Regulations covering the subject of diplomas and certificates and shall take effect as of their date of passage.

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**AWARDING HONORARY DEGREES**

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~~Institutions in the Oklahoma State System of Higher Education are-~~ The University is authorized to confer honorary degrees. (Oklahoma State Regents for Higher Education Policy II-2-39 (I-4))

**PURPOSE**

~~It is the intent of The University of Oklahoma to will~~ award honorary degrees only in recognition of extraordinary achievement ~~in such fields as science and technology, the arts and humanities, business and public service;~~ or in recognition of outstanding contributions to the welfare and/or enrichment of the University, State, nation, or world. ~~A R~~ecipients may be ~~an alumnus or~~ any individual who has made outstanding contributions to a field or profession represented at ~~T~~the University of Oklahoma.

Though the University may award one honorary degree per each 1,000 conferred degrees, it is not obligated to award any or all allowed each year.

~~Nominations are open to any individual, although no individual may nominate himself. It is incumbent upon the nominator to provide sufficient information to document the nominee's achievements and/or contributions. Such information may include a vitae, letters of endorsement, bibliographies, and other forms of documentation.~~

Honorary degrees shall not be conferred upon any faculty member, administrator, or other official associated with the University before such individual has been separated from the ~~institution~~University for at least two years; nor awarded to any individual currently in State government.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the policy and procedures for selecting honorary degree recipients. The policy and selection procedures as approved by the Board of Regents are set forth in the faculty handbooks of the University of Oklahoma. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents~~

*(The red text below should be included in both the Norman and HSC Faculty Handbooks, and Health Sciences Center Faculty Handbooks text appears in green.)*

## SELECTION

Nominations are encouraged by March 1 each year for the awards to be presented the following spring.

Nominations will be reviewed, evaluated, and acted upon by the Honorary Degrees Screening Committee, which reports sing to the President. It shall consist of:

- Senior Vice President and Provost of the Norman Campus
- Senior Vice President and Provost of the Health Sciences Center Campus
- Vice President for University Development
- Vice President for Public Affairs
- two members of the Faculty Awards and Honors Committee, one appointed by the Faculty Awards and Honors Council and one appointed by the President
- one Norman Campus faculty member appointed by the Norman Campus Faculty Senate
- one Health Sciences Center Campus faculty member appointed by the Health Sciences Center Campus Faculty Senate
- three deans of degree recommending colleges (two from the Norman Campus and one from the Health Sciences Center Campus) appointed by the President
- one member of the ~~OU~~ Board of Regents appointed by the Chairman of the Board of Regents

Members other than the Senior Vice President and Provosts, Vice President for University Development, Vice President for Public Affairs, and the Regent member will serve one three-year term and may not be reappointed to a consecutive term.

The Committee shall conduct its deliberations in secret, and the nominations shall be kept secret. The Committee will forward its recommendation(s) to the President by May 1 so that the President may make a recommendation to the Board of Regents at its June or July meeting. The President may choose not to forward one or more of the recommended recipients to the Board of Regents. The President will seek the approval of the Oklahoma State Regents for Higher Education at its earliest scheduled meeting. Invitations to the recipients should be issued in early fall.

Honorary degrees will not be awarded in absentia unless extraordinary circumstances (as determined by the President) exist. Honorary degrees generally will be awarded at commencement, although they may be awarded at special convocations for extraordinary occasions. (RM, 3-8-90, p. 21626; 6-31-91, p. 22457; 1-28-98, p. 25758; 3-29-00, p. 26909)

## 2.6.5—PROGRAM DISCONTINUANCE

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the policy and procedures for academic program discontinuance. The policy and procedures as approved by the Board of Regents are set forth in the Norman Campus and HSC faculty handbooks of the University of Oklahoma. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents~~

*(The red text below will appear in the Norman Campus Faculty Handbook)*

## Program Discontinuance – Norman Campus

The success of any ~~u~~university rests in large measure on the degree to which it is responsive to the needs of its students and those who support it. Responsiveness and accountability are essential elements of the fabric of a successful university. They do not assure excellence, but their absence invites failure. Because of the rapidity with which new knowledge is accumulated and disseminated, the relevance and emphasis of academic programs must be constantly reviewed.

Viewed in this light, the formal and systematic evaluation of programs is a positive approach to help ensure that the programs maintain high levels of quality and are responsive to the needs of society, the long-term goals of the ~~u~~university, and the students.

*(The text below will appear in the Norman Campus Faculty Handbook)*

The program reviews on the Norman ~~e~~campus are intended to occur every five years and are based on a document titled “Program Review,” which details the criteria and procedures of the review process.\* It is possible a program review might produce an evaluation which suggests considering the discontinuance of a program, it is important to establish the policy by which discontinuance be considered and implemented. This document is intended to supersede the policy on program discontinuance which was approved by ~~The University of Oklahoma~~ the Board of Regents on November 10, 1977, as that policy had been written before formal program review procedures had been established.

## Definition of “Program”

As the unit of evaluation for the purpose of program review, a program can include, but is not limited to, an academic department, school, division, or organized research unit~~;~~ ~~the same definition will be applied~~

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\* Approved by the Faculty Senate January 12, 1987; revised by the Faculty Senate September 14, 1987; and January 11, 1993.

~~here.~~

### Criteria for Evaluating a Program

Criteria for determining whether a program should be discontinued ought to place the greatest emphasis on factors of quality, centrality, and demand, consistent with the mission of the University.

~~\*<sup>7</sup>Approved by the Faculty Senate January 12, 1987; revised by the Faculty Senate September 14, 1987, and January 11, 1993.~~

The following questions should guide the deliberations of those responsible for reviewing programs:

How good is the program?

How central to the mission of the University is the program?

What is the demand for the program?

What would the savings be if the program were discontinued? Would the reallocation of these resources outweigh their current utility?

What would be the effect of phasing out the program?

What are the future prospects of the program?

A more detailed list of questions to be used in evaluating a program will be found in the document titled "Program Review<sub>2</sub>".

### Procedures

#### Initial Steps

Consideration of program discontinuance can occur as a result of a number of events. It may be suggested during the academic program review process. However, the Senior Vice President and Provost may call for consideration of program discontinuance because of other events such as a massive loss of faculty or the obsolescence of a field. In any case, when the question of possible program discontinuance is raised, the Senior Vice President and Provost will make a determination regarding the appropriateness and feasibility of the suggested discontinuance. The Senior Vice President and Provost will then either terminate the considerations at this point or proceed in accordance with the following guidelines.

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<sup>7</sup> What does this asterisk refer to?

### Ad Hoc Program Discontinuance Committee Membership

If the Senior Vice President and Provost decides that discontinuance shall be considered, he or she will appoint ~~an~~ the ad hoc Program Discontinuance eCommittee to study the evidence and to make a recommendation. The composition of the ad hoc Program Discontinuance eCommittee will be as follows: Six faculty members, at least two of whom must be from outside the affected college(s); one or two students, depending on whether ~~or not~~ both undergraduate and graduate programs are involved; one non-voting representative from the Senior Vice President and Provost's Office; and one non-voting member of the Campus Departmental Review Panel if its report initiated consideration of program discontinuance. No voting member of the ad hoc Program Discontinuance eCommittee shall be a member of that Campus Departmental Review Panel. Four of the six voting faculty members will be selected by the Faculty Senate and two will be appointed by the Senior Vice President and Provost, with faculty from the program being considered for discontinuance excluded from serving on the ad hoc Program Discontinuance eCommittee. The student(s) will be appointed by the Senior Vice President and Provost in consultation with the appropriate student organizations. The members of the Program Discontinuance eCommittee will elect the Chair.

### Evaluation Process

It is crucial that all persons connected with or affected by the program(s) being considered for discontinuance be kept fully informed ~~{(normally through the offices of the dean(s) and chair(s)/director(s))}~~ at each stage of the review process, both as a matter of courtesy and to seek information from those most closely related to and most knowledgeable about the program(s). Every affected faculty member should be given the opportunity to bring any facts or considerations that he or she believes to be pertinent to the attention of the ~~special~~ ad hoc Program Discontinuance eCommittee, and appropriate procedures should be provided to encourage these inputs, either by appearances before the committee or by alternate procedures. It is also important that the faculty and administrations of closely allied programs that may be affected by any changes in the specific program(s) being considered be kept fully informed of the progress of the review.

There are a number of sources of information which should be considered by the ad hoc Program Discontinuance eCommittee in its deliberations. Among these are:

- Recommendations from deans and chairs/directors.
- The departmental self-study report(s), including both external and internal survey data, accreditation reports, the departmental statistical profile, and the department's personnel policy. (Reference "Program Review," January 11, 1993.)
- The most recent formal program review document by the Campus Departmental Review Panel, if available.
- Reports from the Internal Review Committee and/or the External Review Committee if the formal program review resulted in the formation of such committees.

In addition, the ~~ad hoc~~ ad hoc Program Discontinuance eCommittee will arrange for an open discussion and hearing regarding any recommendations for or against discontinuance of any program(s). The dean(s), chair(s), and the faculty unit(s) and individual faculty members of the program(s) involved will be invited to submit written commentaries and recommendations at the time or within one week of this general hearing. Further, the dean(s), chair(s), and the faculty unit(s) and individual faculty members of the program(s) involved may arrange for other interested parties inside or outside of the University to present oral or written arguments at the hearing.

After reviewing and weighing the considerations and recommendations presented in the public hearing and in the various written commentaries and reports, the ~~ad hoc~~ ad hoc Program Discontinuance committee-Committee will make a recommendation to the Senior Vice President and Provost no later than three months after the appointment of the committee. A copy of this recommendation will also be sent to the program, unit, or department being considered for discontinuance. The program, unit, or department has the right to respond formally to the recommendation, and may do so by attaching an addendum to the ~~ad hoc~~ ad hoc committee's-Program Discontinuance Committee's report no later than one month after receipt of the report.

The Senior Vice President and Provost will then send his/ or her recommendation to the President along with copies of all reports/commentaries/data received and a summary of recommendations that were made in the open hearing.

The President will then submit his or her recommendation to ~~The University of Oklahoma~~ the Board of Regents for final action.

#### Personnel Alternatives

If a decision is made to discontinue a program(s), the dean(s), chair(s), and every faculty member in the program shall be apprized in writing of that decision and, insofar as possible, of its probable effect on each, him/her. When personnel actions are involved, the University will be guided by the following considerations:

The following dates of notification will be followed:

- A faculty member with a regular appointment who is not to be reappointed for a second year of service must be so notified no later than March 1; or if the first year of appointment terminates at a time other than the end of the academic year, not less than three months before the end of the appointment period.
- A faculty member with a regular appointment who is not to be reappointed to a third year of service must be so notified no later than December 15 of the second year of appointment; or if the second year of appointment terminates at a time other than the end of the academic year, not less than six months before the end of the appointment period.



- A faculty member with a regular appointment who is not to be reappointed to a fourth or subsequent year of service must be so notified no later than May 31 of the year preceding the final year of appointment; or, in the case of an appointment ending at a time other than the end of the academic year, not less than twelve months before the end of the appointment period.
- A tenured faculty member who is not to be reappointed because of a program discontinuance must be so notified no later than May 31 of the year preceding the final year of appointment.

The University will make every reasonable effort to reassign tenured faculty members to positions for which they are properly qualified before dismissal results from the discontinuance of a program.

If the University adds positions during a three-year period following transfer or termination, such faculty members should be given priority for positions for which they are properly qualified.

In all cases of termination of tenured faculty because of the discontinuance of an academic program, the place of the tenured faculty member concerned will not be filled by a replacement within a period of three years, unless the released faculty member has been offered reinstatement and a reasonable time (not to exceed 45 days) in which to accept or decline it. The right of a faculty member to be employed in another position is subject, ~~in accordance with paragraph 2.a.c of the Financial Emergency Policy approved by the University Board of Regents November 10, 1977,~~ to the rights of other faculty members who have also been terminated or transferred.

A faculty member whose salary or FTE has been reduced shall have the same priority for restoration to his or /her former status over a new person.

Each terminated faculty member has the right to have his or /her termination reviewed by the Faculty Appeals Board to determine if these guidelines have been followed, but the circumstances of the program discontinuance shall not be reviewed.

To the extent possible, alternatives other than termination should be explored. Examples of such alternatives are early retirement, fractional appointments, and reduction in salaries.

Unless a substantial and serious imbalance in the quality within a given program would result:

- Untenured faculty should be terminated before tenured faculty.
- Seniority should be respected.
- ~~Affirmative Action~~ Equal Opportunity guidelines should be observed.

#### Student Alternatives

If a decision is made to discontinue a program(s), the students currently enrolled in the program shall be notified and every effort shall be made to allow them to finish their programs through continuous

enrollment of not more than four years. If it is not possible for currently enrolled students to complete their program for reasons beyond their control, the University may make special allowances for such students. Such allowances might include, but are not ~~be~~ limited to, the following: permitting the student to complete his or ~~her~~ program by taking work in related departments; accepting more than the usual number of transfer hours; and accepting major work taken by correspondence from ~~the University of Oklahoma~~ the University of and other schools. (RM, 11-10-77, pp. 14708-12; 4-7-93, p.23301) (end NC text)

*(The ~~bluegreen~~ text below will appear in the HSC Faculty Handbook)*

#### Program Discontinuance – Health Sciences Center Campus.

In the event that program discontinuance is proposed, the Review Committee will be convened by its chair to review and evaluate all matters relating to the proposed discontinuance and to make recommendations.

The dean of the affected college and all faculty members of the affected department will be given the opportunity to appear before the Review Committee and to present written statements and documents. This opportunity also may be extended to the faculty and administration of programs that might be indirectly affected. The Review Committee may call upon any University personnel who might have pertinent information or advice.

Prior to completing its deliberations, the Review Committee will conduct an open hearing. At the hearing, oral and written comments from all interested persons will be accepted.

The Review Committee will submit a final report to the Senior Vice President and Provost within one month of the time it is charged by the Senior Vice President and Provost to review discontinuance of a program. This report will summarize all pertinent information and all written documents will be attached. In addition, the report will contain the Committee's findings of fact and recommendations and the rationale underlying its findings and recommendations.

The Senior Vice President and Provost will distribute copies of the report to the dean of the affected college and to all directly affected faculty members. Copies of the report also will be made available to other faculty, staff members, and students upon request.

Any person may submit a written response to the Review Committee's report within ten days following its distribution. The Review Committee may modify its report after considering this material. Any modifications must be forwarded to the Senior Vice President and Provost within ten days following the distribution of the report.

After reviewing all relevant information, the Senior Vice President and Provost will forward his or her recommendation to the President. The report of the Review Committee, together with all attachments, also will be forwarded to the President. Copies of the Senior Vice President and Provost's recommendation will be distributed to the dean of the affected college and all directly affected faculty members. Items of disagreement between the Review Committee and the Senior Vice President and Provost will be resolved by the President. Final approval of the report will be by the President and the Board of Regents.

#### Terminations

(a) Faculty — If, after consideration of all possible ways of reducing expenditures, the general plan approved by the President necessitates the termination of faculty or staff, either selectively or as a result of program discontinuance, the dean of each college in consultation with the faculty of that college shall develop a specific plan for terminating employment of faculty in that college which shall be transmitted to the Senior Vice President and Provost. The Senior Vice President and Provost, in consultation with the deans, shall review the individual college plans and develop the overall plan for termination of faculty employment for the Health Sciences Center. Every termination of faculty employment must be justified on the basis that it will have an effect substantially less detrimental to the ~~institution's~~University's ability to fulfill its mission than would other terminations.

The plan for the termination of faculty employment shall be submitted to the Review Committee except that the representative of the Staff Senate shall no longer serve. The members of the Review eCommittee will elect a chair.

The Review Committee shall make recommendations to the Senior Vice President and Provost and the Health Sciences Center deans. When there are unresolved differences, all recommendations shall be submitted to the President.

The plan for terminating faculty employment shall be in accordance with the following guidelines:

1) To the extent possible, alternatives other than termination of employment should be explored.

Examples of such alternatives are early retirement, fractional appointments, and reduction of salaries, including annual base salary.

2) Unless a substantial and serious imbalance in the quality within a given program would result:

a. Employment of untenured faculty should be terminated before that of tenured faculty.

b. Performance, promise, seniority, and affirmative action guidelines should be considered in decisions concerning termination of untenured faculty.

c. Equitable reinstatement procedures should be established if the program is reinstated.

3) Where termination of employment is required:

a. Where termination of employment of faculty with tenure track or consecutive term appointments is required, procedures in regard to non-reappointment stated in the Faculty Handbook (See Section 3.2.7) should be observed, if possible. All notifications of non-reappointment shall be given in writing by the Senior Vice President and Provost.

b. Tenured faculty must be notified by the President of termination by May 31 of the year preceding the final year of appointment and at least 12 months before the end of the appointment period. The dismissal of tenured faculty must be approved by the Board of Regents (See Faculty Handbook Section 3.13).

4) Where employment of a tenured faculty member has been terminated or where he or /she has accepted alternative employment with the University, the faculty member has a three-year priority to return to his or /her original position or be employed in another position for which he or /she is qualified. Qualification for employment in another position within the University shall be determined by the head of the academic unit with a position vacancy. Within the three-year period, someone else shall not be employed to fill the faculty member's position or any other position for which the faculty member is qualified until the faculty member has been offered reinstatement or re-employment and has been given a reasonable time (not to exceed 45 days) within which to accept. It is the responsibility of the faculty member to keep the University informed of his/her address and availability for re-employment. The right of a faculty member to be employed in another position is subject, in accordance with paragraph 2. a-c, to the rights of other faculty members who have also been terminated or transferred. A faculty member whose salary or FTE has been reduced shall have the same priority for restoration of his/her former status as the faculty member, described above, whose employment has been terminated.

5) Each faculty member whose employment has been terminated has the right to have his or /her termination of employment reviewed by the Faculty Appeals Board to determine if these guidelines have been followed, but the circumstances of the financial emergency shall not be reviewed.

(b) Student — If a program is discontinued, students in the program shall be notified and every effort shall be made to allow them to finish their program. If it is not possible for students to complete their respective programs, the University may be obliged to make special allowances for such students. Special allowances might include, but ~~are not be~~ are not limited to, the following: permitting the student to complete his/her program by taking work in related departments;<sup>5</sup> accepting more than the usual number of transfer hours;<sup>5</sup> and accepting major work taken by correspondence from the University or other schools.

(c) Staff — If the general plan approved by the President entails the termination of employment of staff, the Senior Vice President and Provost, in consultation with the Health Sciences Center deans,<sup>2</sup> ~~and the V~~ice Presidents of the service areas, and representative(s) of the Staff Senate, shall suggest a more specific plan for termination of staff employment. Staff terminations will be handled in a manner which is consistent with the current Policy and Procedures for Reduction of Work Force at The University of Oklahoma. (RM, 9-6-78, pp. 15190-95; 11-10-83, pp. 17724-31; 3-29-00, p. 26909) (end HSC text)

## 2.7—UNIVERSITY LIBRARIES

### 2.7.1—DEFINITION OF RESOURCES

The University Libraries includes ~~books, periodicals, pamphlets, documents, newspapers, maps, music scores, photographs, manuscripts, micro-reproductions and other such materials purchased or acquired in any manner by the University, commonly preserved and used in libraries to aid students and investigators.~~ published materials in print, microform and electronic formats; unpublished textual materials; photographs; maps; sound recordings; video discs; motion picture films; and all other similar materials acquired and held for use by students, faculty, and other researchers.

### 2.7.2—THE ~~DIRECTOR~~ DEAN OF LIBRARIES AND HIS DUTIES

~~The University Libraries shall be in the charge of the Director of Libraries, who shall be responsible for their arrangement, care, and use, and for the organization of the library staff; in the purchase of books and similar material, he shall act in accordance with business methods approved by the Comptroller. He shall make to the President an annual report on the condition and the needs of the Library, and on the work of the staff. The Director may delegate appropriate powers to the assistants in charge of branch libraries.~~

The Dean of Libraries is the principal administrator for the University Libraries and is responsible for establishing the mission, goals, and policies of the University Libraries. The dean-Dean recommends appointment of all University Libraries personnel; plans and oversees the operations of the University Library and its branches; oversees special collections; coordinates acquisitions; and has budget authority over all University Libraries accounts. The dean-Dean represents the University Libraries to its campus constituency, and to professional peers off campus, and to the library profession at large. The dDean of University Libraries reports to the Senior Vice President and Provost of the Norman Campus.

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#### ~~APPOINTMENT AND STATUS OF DIRECTOR~~ OF THE DEAN OF LIBRARIES

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~~The Director shall be appointed by t~~ The Board of Regents of the University appoints the dDean of Libraries upon ~~on~~ upon the recommendation of the President. He shall have the rank of a dean.

### 2.7.3—THE ~~UNIVERSITY LIBRARIES~~ FACULTY AND ~~STAFF~~

~~The staff of the Libraries shall consist of two groups: (a) professional librarians and specialists such as archivists and curators of collections, and (b) clerical and other such classified staff. Professional librarians and specialists shall be appointed by the University Regents on the recommendation of the Director of Libraries as approved by the President and shall have academic status, including usual~~

~~academic privileges of retirement, sabbatical leave, etc. They may be granted tenure on individual recommendation by the Director and a committee of the library staff, approved by the President and the Regents. The classified staff shall be appointed on recommendation of the Director according to usual procedures for such University personnel, and they shall be subject to University regulations and privileges for such classified personnel.~~

University Libraries personnel consists of faculty, professional librarians, and other staff. The Board of Regents appoints University Libraries faculty and professional librarians upon the recommendation of the Dean of Libraries as approved by the President. Other staff are appointed by the Dean of University Libraries consistent with established personnel policies of the University.

#### BRANCH LIBRARIES

~~WITH THE APPROVAL OF THE COMMITTEE ON UNIVERSITY LIBRARIES AND THE PRESIDENT, THE DIRECTOR MAY ESTABLISH OR DISCONTINUE BRANCH LIBRARIES WITHIN THE UNIVERSITY. NO BRANCH LIBRARIES SHALL BE ESTABLISHED WITHOUT THESE APPROVALS.~~

#### 2.7.4—COMMITTEE ON UNIVERSITY LIBRARIES

~~A There shall be a Committee on University Libraries on the Norman Campus which shall advise the Director/Dean in the allocation of book funds/University Library resources and on matters of University Library policy. This committee is shall be a standing committee shall consisting of nine-six members recommended by the Norman Campus Faculty Senate and-, three members appointed by the President from a list of faculty members submitted by the Faculty Senate, and the Director of Libraries ex officio. The Dean of University Libraries is an ex officio member of the committee on University Libraries.~~

### -2.7.5—HEALTH SCIENCES CENTER LIBRARY

The Health Sciences Center Library shall be counted as a part of the University Libraries, and its ~~development programs and acquisitions are~~ coordinated with ~~that those~~ of the ~~libraries~~ University of Oklahoma Libraries on the Norman eCampus.

The Health Sciences Center Library is administered through the University of Oklahoma Health Sciences Center; and its director reports to the Senior Vice President & and Provost of the Health Sciences Center. This coordination shall be effected through the Provost, Health Sciences.—The Health Sciences Center Library shall have its own faculty library committee. (RM, 9-12-63, pp. 7512-13, edited)

### 2.7.6—COLLEGE OF LAW LIBRARY

~~A budget for the Law Library should appear within the budget of the Law Center. Staff will be under the professional guidance of the general Library but administratively responsible to the College of Law. The Law Library budget should also appear in the general Library budget for the University as a whole. (RM, 3-24-70, p. 10262)~~

The College of Law Library is a separately administered library; and the College of Law is responsible for its budget. Its programs and its acquisitions are coordinated with the University of Oklahoma Libraries. The Director of the College of Law Library reports to the Dean of the College of Law. (RM, 3-24-70, p. 10262)



## 2.8—UNIVERSITY OF OKLAHOMA PRESS

The University of Oklahoma Press shall be a division of ~~the University of Oklahoma~~ and shall be administered by a director appointed by the President ~~of The University of Oklahoma~~ and approved by the Board of Regents.

The University of Oklahoma Press shall consist of two divisions:

- Publishing Division
- Sales Division

The Publishing Division shall remain under the direct supervision of the Director of ~~the University of Oklahoma Press~~, and shall be budgeted from ~~the~~ University appropriations from year to year, according to its needs.

The functions of the Publishing Division shall be to receive manuscripts and certify those acceptable for publication by ~~the University of Oklahoma Press~~; to edit, design, and generally prepare such acceptable manuscripts for manufacture into book, brochure, or pamphlet form; to maintain full control of its book manufacturing, including control over quality standards, scheduling requirements, bidder selection, and other requirements necessary to function efficiently and competitively as a business operation; to maintain all necessary relations between ~~the University of Oklahoma Press~~ and such writers and authors of scholarly manuscripts who may be resident on ~~the University of Oklahoma~~ campus or elsewhere; to promote and publicize scholarly undertakings, particularly those which promise to become or do become published works under the imprint of ~~the University of Oklahoma Press~~; to serve as a coordinating agency and the publishing instrumentality when feasible for official bulletins, magazines, periodicals, and other printed matter intended to represent ~~the University of Oklahoma~~ to the State, the Nation, and abroad; to assist in the development of such informational services as may be decided upon by the University; and to receive moneys, credits, and funds from foundations, institutions, corporations, or private individuals, by bequest, gift, or in any other way whatsoever, for the purposes of specific scholarly publications or for general purposes, or for the benefit of the employees of ~~the University of Oklahoma Press~~, such gifts, bequests, or grants to be deposited with ~~the University of Oklahoma~~ as restricted funds, or with ~~the University of Oklahoma Foundation~~, in accordance with instructions of the donor or donors and the regulations of the Board of Regents ~~of The University of Oklahoma~~, and to be disbursed on order of the Director of ~~the University of Oklahoma Press~~.

In accordance with state laws and ~~in accordance with the University of Oklahoma~~ Purchasing Department procedure, the Publishing Division shall, through established purchasing procedures, prepare specifications for manufacturing and provide ~~the~~ Purchasing Department with written specifications and ~~with~~ a list of qualified bidders. With that information, and with any other information required for obtaining usable bids, ~~the~~ Purchasing Department shall obtain bids through regular procedures. No change in specifications shall be made without the prior consent of the University of Oklahoma Press.

The obtained bids shall be reviewed by the University of Oklahoma Press, ~~and the Press which~~ shall make recommendations to the Purchasing Department on bid selection. No suppliers shall be awarded a bid without the University of Oklahoma Press's consent, provided ~~S~~state law and the University procedures have been followed. Any supplier not meeting bid specifications or that refuses to meet bid specifications shall be considered an unqualified bidder; and not eligible for bid awards.

The Sales Division shall function as a self-supporting auxiliary enterprise, receiving no budgeted appropriation but being authorized to maintain an advance of working capital to support its extended business cycle. The source of funds shall be agency special pooled cash. The advance of working capital must be fully secured by the value of the University of Oklahoma Press's accounts receivable and book inventory.

Except for the authorized advance of working capital, the Sales Division shall be self-sustaining at all times; and it shall receive all moneys, credits, and funds derived from the marketing and sales of all books, pamphlets, magazines, periodicals, and other works and services authorized by the Director; and its authority, powers, and functions shall be to arrange for, supervise, contract for, and bear the expense of all binding, billing, shipping, copyrighting, advertising, selling, storing, paying of commissions and royalties, and all other matters relating to the marketing and distributing of all publications published, handled, or marketed by ~~F~~the University of Oklahoma Press, together with the meeting of all costs of production and manufacturing except those borne by the Publishing Division in the performance of its functions.

The Controller of ~~F~~the University of Oklahoma shall receive and account for the disbursement of all funds, moneys, and credits received by all divisions of ~~F~~the University of Oklahoma Press. (RM, 6-14-45, p. 1818; 5-10-73, p. 12157; 6-11-80, p. 16005; 6-15-89, pp. 21219-22; 3-29-00, p. 26909)

## <sup>8</sup>2.9—NORMAN CAMPUS CHARTERS AND COLLEGE OF LAW POLICIES

### 2.9.1—CHARTER OF THE ~~GENERAL~~ REGULAR FACULTY AND THE FACULTY SENATE, NORMAN CAMPUS

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policy pertaining to the Charter of the Regular Faculty and the Faculty Senate—Norman Campus. The specific provisions proscribing Charter are set forth in the Faculty Handbook of the Norman Campus as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents~~

*(The ~~red~~-text below will be included in the Faculty Handbook – Norman Campus)*

#### THE ~~GENERAL~~ REGULAR FACULTY

##### Composition

The ~~General~~ Regular Faculty of the University is composed of all faculty members with ~~regular~~ Appointments ~~Tenure track, tenured, and renewable term appointments at the rank of assistant professor, associate professor, and professor.~~ The ~~General~~ Regular Faculty does not include faculty members with temporary appointments.

##### Powers

All legislative powers of the faculty of the University relative to the University as a whole are vested in the ~~General~~ Regular Faculty. These legislative powers shall be exercised either directly by the ~~General~~ Regular Faculty or by the Faculty Senate. The Faculty Senate shall remain responsible to the ~~General~~ Regular Faculty for all action taken in its behalf.

##### Officers

The officers of the ~~General~~ Regular Faculty shall be the officers of the Faculty Senate – Chair, Chair-Elect, and Secretary. The three officers shall constitute the Executive Committee of the General Faculty and shall develop the agenda for meetings and otherwise fulfill the duties which may be described in bylaws.

##### Meetings

The ~~General~~ Regular Faculty shall meet at least once each semester (ordinarily on the third Thursday of

<sup>8</sup> Charters not reviewed by Legal Counsel. Legal Counsel recommends all charters be in the appendix.

October and the third Thursday of April) and at other times upon call by the Executive Committee. Such a call may originate from the President of the University or from a petition submitted to the Chair of the ~~General~~ Regular Faculty by 30 faculty members representing two or more degree-recommending divisions. A minimum of 20 percent of the ~~General~~ Regular Faculty on the Norman Campus shall constitute a quorum.

## THE FACULTY SENATE

### Composition

The Faculty Senate shall consist of 50 members of the ~~General~~ Regular faculty. The senators shall be elected to three-year terms by written ballot in the degree-recommending divisions of the University. Members of the ~~General~~ Regular Faculty who are not members of a degree-recommending division of the University shall be treated as a separate division. The electors shall consist of members of the ~~General~~ Regular Faculty. Full-time administrative personnel above the department level shall be excluded from future elections of the Faculty Senate. In the Faculty Senate, seats shall be allocated as follows: one seat to each degree-recommending division and the balance of the seats according to a triennial apportionment proposed by the Faculty Senate and approved by the ~~General~~ Regular Faculty. Five students, including both graduate and under-graduate, chosen by The University of Oklahoma Student Association, shall serve as official student representatives to the Faculty Senate. Without voting privileges, these representatives will observe, participate in discussion, and maintain communication with the Student Association in regard to Senate actions. Six representatives of the Association of The University of Oklahoma Professional Employees, two representatives of the Association of Graduate Student Employees of The University of Oklahoma, and one representative of the Senior Vice President and Provost's Office also attend meetings and participate, without voting privileges, in Senate discussion.

### Election Procedure

Before the end of March each year, the Secretary of the Faculty Senate shall notify the dean of each constituent faculty of the number of senators which that faculty shall elect for the ensuing year. Those senators shall then be elected in April or May. They shall assume their duties in September and ordinarily will serve three-year terms.

The Secretary of the Faculty Senate shall maintain the roster of Faculty Senate membership. At any time that a vacancy occurs, the Secretary shall notify the appropriate dean so that immediate steps may be taken to elect a replacement to serve the unexpired portion of the three-year term. The Secretary of the Faculty Senate will continuously monitor absences. When in a given academic year, a senator has accumulated four absences, that senator is to be dropped automatically from the membership of the senate. The Secretary will notify the appropriate dean to take immediate steps to provide a replacement for the remainder of that senator's term.

### Powers

The Faculty Senate shall exercise the legislative powers of the faculty of the University as delegated by the ~~General Regular~~ Faculty. The Faculty Senate shall have the power to initiate any legislation requiring the Board of Regents approval in accordance with provisions of the University Constitution. The Faculty Senate shall determine its own time of meeting, its own rules of procedure, promulgate rules and regulations governing its internal affairs, and establish standing and special committees. The Faculty Senate shall establish and publish its own set of operational procedures or bylaws.

The Faculty Senate shall elect a Chairperson, a Chair-person-Elect, a Secretary, and such other officers as it shall by its operational procedures provide. The Secretary shall not be a member of the Senate. Each standing committee of the Faculty Senate is authorized to select non-Senate members of the ~~General Regular~~ Faculty. Students may be asked to serve and in such case will be appointed by The University of Oklahoma Student Association.

The Faculty Senate may establish procedures to review the various functions of the University and any matter affecting the welfare of the University. Subjects for either review or legislation may be brought to the attention of the Senate by written communication either from any member of the University community or from any officially constituted agency.

#### Liaison with the President

The President ~~of the University~~ shall present to the first meeting of the Faculty Senate in each new academic year a general message on the state of the University in which he or she shall give recommendations for the furtherance of the progress of the University.

The President shall within 30 calendar days after receipt of the Senate action inform the Faculty Senate by written message of his or her disposition of a Senate measure. If he or she disapproves of the measure, the President shall in writing give the Senate the reasons for his or her action. Faculty/student councils shall be utilized by the President of the University in the development of policies on matters of vital interest to the University. These areas include teaching and curriculum, research and public service teaching (including matters of curriculum, research, and creative/ and scholar activity; and professional and University service; and public outreach; libraries, budgetary planning, faculty personnel, University relations, University community, athletics, University operations, and University projects. In order to give the faculty a voice in determining the faculty membership of major councils, which shall be named by the Faculty Senate resolution, the Faculty Senate shall each year provide a list of nominees from which the President will make his or her appointments for the ensuing year.

~~councils, which shall be named by the Faculty Senate resolution, the Faculty Senate shall each year provide a list of nominees from which the President will make his or her appointments for the ensuing year.~~

Liaison with Faculty Senate, Health Sciences Center, ~~Oklahoma City~~

The Faculty Senate (Norman) shall maintain a liaison with the Faculty Senate (Health Sciences Center, ~~Oklahoma City~~) through an Inter-Senate Liaison Committee composed of the Chairpersons, Chairpersons-Elect, and the Secretaries of the two Senates. The purpose of the Inter-Senate Liaison Committee is to exchange information between the Senates on either campus and concerns and actions of mutual interest and to recommend actions to the respective bodies on each campus. The respective Chairpersons of the two Faculty Senates should arrange for the meetings for the Inter-Senate Liaison Committee.

#### Amendment of this Charter

This charter may be amended by a two-thirds vote of those present in any regular or special session of the General Regular Faculty provided that no amendment shall be effective until it shall have been approved by the Board of Regents.

A proposal to amend the charter may originate by action of the Faculty Senate or by motion in a meeting of the General Regular Faculty. In those cases in which the proposal originates through Senate action, the proposal must be submitted to the General Regular Faculty, and consideration for the adoption of the proposal by the General Regular Faculty shall not occur until the expiration of 30 days after the notification of the General Regular Faculty through the Journal of the Faculty Senate. If the proposal originates in the General Regular Faculty, it shall not be considered for adoption until the expiration of 30 and not more than 40 days after the members of the General Regular Faculty have received copies of the proposal from the Secretary of the General Regular Faculty (Secretary of the Faculty Senate). (RM, 6-25-70, 5-13-71, 6-8-72, 11-8-73, 6-13-74, 5-8-75; amended, RM, 2-12-76, p. 13733, 5-12-77, p. 14414) (end NC text)

## 2.9.2—CHARTER OF THE GRADUATE COUNCIL - NORMAN CAMPUS

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policy pertaining to the Graduate Council. The specific provisions proscribing Graduate Council policy and procedures are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents~~

*(The ~~red~~-text below will be included in the Norman Campus ~~f~~Faculty ~~h~~Handbook ~~Marcia~~—is there any such equivalent document for the HSC?).*

## ARTICLE I: NAME

The name of this organization shall be: “The Graduate Council of The University of Oklahoma-Norman Campus.”

## ARTICLE II: FUNCTION

The graduate faculty shall be the academic policy-making body within the University on all matters relating to graduate studies. The Graduate Council, as the instrument of the graduate faculty, shall exercise the general legislative and academic authority of the graduate faculty; establish policies and standards governing development and changes in graduate curricula, including new courses or degree programs; make recommendations on all new proposed graduate programs, or substantially modified graduate programs as well as proposed deletions of graduate programs, monitor graduate course offerings, determine the eligibility of students for admission, financial aid, and graduation, and advise the Dean of the Graduate College on other Graduate College matters. The Graduate Council also shall be responsible for the development and maintenance of a system for the equitable resolution of differences and issues which may arise between and among graduate students and members of the graduate faculty. The graduate faculty reserves the right to review, endorse, change or rescind any action of the Graduate Council as provided by Article VII of this Charter.

ARTICLE III: MEMBERSHIP

A. The Graduate Council shall be composed of three groups of members:

1. Ex Officio Members:

a. The Dean of the Graduate College, who shall be Chairperson of the Council. The Chairperson of the Council may vote only in the event of a tie vote by the Council.

b. The Assistant and Associate Deans of the Graduate College, who shall serve without vote. In the absence of the Dean, the Associate or Assistant Dean will be the Acting Chairperson of the Council.

c. The Secretary of the Graduate Council, who shall be selected by the Graduate Dean and serve without vote. The secretary shall have the responsibility to:

(1) Schedule meetings of the Graduate Council.

(2) Prepare and circulate agendas of meetings.

(3) Prepare and circulate minutes of the meetings of the Graduate faculty and Graduate Council.

(4) Keep a record of all actions taken.

(5) Perform other duties that may be necessary to accomplish faculty and Council business.

2. Members elected from the University graduate faculty according to the following criteria:

a. Each college offering one or more graduate programs shall be entitled to a minimum of at least one elected member. In a college with more than one representative, that college should develop election procedures to ensure broad representation of the areas within that college.

b. The maximum number of elected members from any college shall be one for each whole ten percent (10%) of the total University full-time equivalent graduate student population enrolled in the College. Graduate student enrollment percentages will be rounded to the nearest multiple of ten percent.

c. Official graduate student full-time equivalents in the various Colleges shall be determined from the records of the Graduate College for the Fall semester of the academic year in which the elections are held.

d. No faculty member shall be eligible for election to membership on the Graduate Council unless he/she is a member of the graduate faculty.

e. Each elected member shall serve for a three-year term, and, when possible, elections will be staggered to ensure approximately one-third new members each year. The term shall commence on September 1.

f. No faculty member can serve more than six consecutive years.

g. Vacancies caused by resignation, leave, illness, etc. shall be filled by election in the college with the vacancy. The member will serve for the remainder of the unexpired term.

3. Graduate Student Members

a. Four graduate students shall be appointed by the Dean of the Graduate College from at least eight nominations made by the Graduate Student Association. Student members will serve with voting privileges for one-year terms and no two may be from the same college. Students may serve for more than



one term.

b. Any Council member who misses three or more Council meetings in a year (September through the following June) will be subject to dismissal from the Graduate Council. The Dean of the Graduate College will investigate the reasons for the absences and decide whether or not to declare the seat vacant.

#### ARTICLE IV: ELECTION OF MEMBERS

A. Elections shall be held in April or May of each year within each college for which there is an actual or impending vacancy in Graduate Council representation. Vacancies shall be filled only by election, regardless of cause. (That is, vacancies caused by resignation, leave, illness, etc., as well as those due to expiring terms, shall be filled by election.)

B. When an election is necessary in a given college, the Dean of the Graduate College will notify the dean of the college.

C. The dean of the college will then arrange for an election to be conducted. Only members of the University graduate faculty shall be eligible to vote.

#### ARTICLE V: MEETINGS

A. Meetings shall be held monthly during the academic year. Special meetings may be called at any time by the Dean of the Graduate College.

B. A quorum shall consist of more than half of the voting members of the Council.

C. Items of Council business and agenda shall be mailed to all members of the Council so as to be in their hands in advance of a meeting.

D. Business of an emergency nature can be brought before Council at any meeting if a majority of the members present vote to consider the issue.

E. Items of business shall be passed if a majority of members present vote favorably.

F. The Chairperson of the Graduate Council shall appoint a faculty member to serve as parliamentarian.

G. All meetings shall follow Robert's Rules of Order.

#### ARTICLE VI: COMMITTEES

A. There shall be the following standing committees of the Graduate Council:

1. Special Degree Programs

## 2. Faculty Membership

### 3. Courses and Program Changes

#### 4. Inter-Council Liaison

B. Each standing committee shall have at least four members and generally be chaired by one of the deans in the Graduate College. A slate of membership for each Committee shall be prepared by the Dean of the Graduate College and presented to the Graduate Council for approval at the first Council meeting in the Fall semester. The term of duty is one calendar year.

C. Agenda items for these standing committees normally shall be directed to them by the Graduate Council or by the Dean of the Graduate College. These committees shall report and make recommendations to the Graduate Council.

D. Ad Hoc Ad hoc Committees, whose membership may be drawn from the graduate faculty at large, shall be authorized and selected by the Dean of the Graduate College.

## ARTICLE VII: COUNCIL ACTION

The dean of each college and chair/director of each department/school shall be sent copies of the Council's agenda before its meetings and copies of the Council's minutes afterward. Three additional copies of the agenda will be sent to each chair/director for duplication and distribution to each faculty member within the department/ school. All members of the graduate faculty will be sent copies of the minutes of Graduate Council meetings unless they desire not to receive them. Each department is urged to post a copy of the minutes so they will be available to graduate students. Members of the graduate faculty and deans of each college (or their designated representatives) shall have the right to be present at meetings of the Council and may, with the permission of the Council's Chairperson or a majority of the Council, participate in a nonvoting capacity in discussion of business before the Council.

Course Changes and Petitions will be considered approved by the graduate faculty seven (7) days after the minutes are delivered if no written protest is received in the Graduate College office. When a written protest is made by one or more members of the graduate faculty, the course change or petition will be returned to Council for reconsideration. If the Council confirms its initial action, the matter will be considered final.

Actions of the Graduate Council other than Course Changes and Petitions will not be put into effect until at least 30 days after the notification of such actions has been circulated among the graduate faculty. If during the 30-day period a valid written protest to Council action is made, the matter will be returned to the Council for reconsideration. To be valid, the protest must be signed by 40 members of the graduate faculty or 80 currently enrolled graduate students. If the Council confirms its initial action, a meeting of the graduate faculty shall be called for its consideration of the contested action. Following the meeting, the graduate faculty will be polled by mail ballot. (RM, 3-8-84, pp. 17851-54) (end NC text)

## 2.9.3—CHARTER OF THE GRADUATE FACULTY - - NORMAN CAMPUS

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policy pertaining to the Charter of the Graduate Faculty—Norman Campus. The specific provisions proscribing Graduate Faculty—Norman Campus policy and procedures are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents~~

*(The following ~~red~~ text will be included in the Norman Campus Faculty Handbook appendix as well as ~~made available~~ on the Graduate College Website.)*

## ARTICLE I: NAME

The name of this organization shall be: “The Graduate Faculty of The University of Oklahoma-Norman Campus.”

## ARTICLE II: ORGANIZATION

A. There shall be a single University-wide Graduate College with a single University-wide graduate faculty.

B. Unless superseded by direct action of the graduate faculty acting as a whole, the legislative and academic authority of the graduate faculty shall be vested in the Graduate Council.

C. The Dean of the Graduate College shall be the chief University-wide officer for graduate studies and research. The Dean shall coordinate graduate programs among the respective program units. The Dean shall serve as the presiding officer of the University-wide graduate faculty and Graduate Council. The Office of the Dean of the Graduate College shall be the administrative center for all official communications between the Graduate Council and the faculty and administrators.

## ARTICLE III: PURPOSES

The purposes of this organization shall be to:

A. Promote excellence in graduate teaching, research and creative activity.

B. Assist the graduate faculty in its teaching research/creative activity and related functions.

C. Promote collaborative effort, exchange of information and mutual understanding among the graduate

faculty.

## ARTICLE IV: MEMBERSHIP

### Section 1: Graduate Faculty Committees

A. Any academic unit offering courses or course work in any college awarding an undergraduate degree on the Norman Campus may appoint members of the Graduate Faculty. In order to make such an appointment, the academic unit must elect a Graduate Faculty Committee made up of members of the Graduate Faculty. The Graduate Faculty Committee shall have the following responsibilities:

1. Developing and publishing the criteria for membership on the Graduate Faculty which are appropriate for that academic unit. Such criteria must be consistent with Section 2 of this Article.
2. Providing the Graduate Dean with the unit's criteria for membership.
3. Providing the Graduate Dean with a list of members of the Graduate Faculty in accordance with Section 2.A.4 of this Article.

B. Faculty members may appeal to the Graduate Dean decisions of an academic unit regarding their Graduate Faculty status. Decisions of the Graduate Dean regarding Graduate Faculty status may be appealed to the Senior Vice President and Provost, whose decision will be final. The Graduate Dean, with the advice and consent of the Graduate Council, will publish procedures for the appeal of Graduate Faculty status.

### Section 2: Types of Membership

Only persons holding an appointment to the Graduate Faculty under the provisions in this section may participate in teaching graduate courses, serving on master's committees, chairing master's committees, serving on doctoral committees, or chairing doctoral committees.

#### A. Member

1. Eligibility - Any faculty member holding a tenure-track or tenured appointment in any college awarding an undergraduate degree on the Norman Campus is eligible for membership on the Graduate Faculty. Only persons holding such appointments will be eligible for Member status on the Graduate Faculty.
2. Privileges - Members of the Graduate Faculty may have some or all of the following privileges:
  - a. teaching graduate courses
  - b. serving on master's committees

- c. serving on doctoral committees
- d. chairing master's committees
- e. chairing doctoral committees.

Endorsements (d) and (e) may be granted only by the academic unit in which the master's or doctoral degree program is offered. Only academic units offering the doctoral degree may appoint members with the endorsement for chairing doctoral committees.

3. Credentials - Each academic unit will publish a document that lists the credentials and, if appropriate, activities required to be a Member of the Graduate Faculty in that unit. Evidence of continuing scholarly activity is required of all faculty members who have the endorsement to chair doctoral committees. In order to be approved to serve on or chair master's committees, the Member must hold at least a master's degree. Only Members holding the terminal degree may be approved to serve on or chair doctoral committees.

4. Appointment - Each academic unit will provide the Dean of the Graduate College with a list of Members of the Graduate Faculty. This list must be provided to the Dean of the Graduate College at least annually according to a schedule to be established by the Dean. The unit will be responsible for determining what privileges are accorded to each Member approved by that unit. Units may appoint any faculty member B including those from other units, departments, or colleges B meeting the eligibility requirements of Section 2.A.1, Section 2.A.2, and Section 2.A.3 of this Article.

5. Term - Academic units are responsible for setting the appropriate term for Graduate Faculty appointments. Since evidence of continuing scholarly activity is expected for the endorsement to chair doctoral committees, Members with such an endorsement must be subject to periodic review. This review process must be specified in the unit's published criteria for Membership on the Graduate Faculty. A Member of the Graduate Faculty may at any time petition the appointing unit for consideration for reappointment with additional privileges.

B. Special Member - This status shall be assigned to persons whose participation in the graduate programs is recommended by their department(s) for a limited period or for a limited objective and whose appointment is approved by the Dean of the Graduate College. This status can be accorded to individuals within or outside the University. Normally this status would be assigned for one year so that a faculty member could teach a graduate course, serve on a graduate examination committee or serve on a thesis or dissertation committee in which the faculty member has recognized expertise. At the expiration of the appointment period, the Special Member may be reappointed with the recommendation and approval of the Dean of the Graduate College.

C. Ex Officio Members - The President of the University, the Senior Vice President and Provost, all college deans, graduate department chairs/directors and the Director of the Library will be ex officio members of the graduate faculty. If appropriate, they may also be Members of the graduate faculty.

D. Member at Large - The Dean of the Graduate College may recommend to the Graduate Council, through its Graduate Faculty Membership Committee, individuals for Member at Large status on the graduate faculty. In doing so, the Dean must provide a record of appropriate credentials, reason for appointment, statement of duties and privileges of that person. Graduate Council approval is required.

### Section 3: Reduction in Status

A. Should a member no longer qualify for Member status under Article IV, Section 2.A.1 (for example, due to retirement or resignation), the Graduate Faculty Membership will be rescinded. The member may, with the approval of the Graduate Dean, be granted permission to continue teaching graduate courses and serving on student committees either as a Special Member, a Member at Large, or an Ex Officio Member.

B. If, at the end of the term of appointment, a Member no longer qualifies for the endorsement to chair doctoral committees, the academic unit will so notify the Member. Upon the written request of the Member, the academic unit will grant a one-year extension of the endorsement to chair doctoral committees, during which time the Member will have an opportunity to re-establish the appropriate credentials.

C. In certain cases, such as those of professional incompetence, dishonesty, or failure to fulfill professional duties related to Graduate Faculty membership, a Member may have some or all privileges on the Graduate Faculty rescinded prior to the end of the term of appointment. This is an exceptional event and should be undertaken only after other administrative remedies have failed. In accordance with Article IV, Section 1.B, the Graduate Dean, with the advice and consent of the Graduate Council, will publish procedures under which privileges may be rescinded prior to the end of the term of appointment and under which the member involved may appeal such rescission. If an appeal is filed, the member's privileges will continue until the appeal is resolved.

D. No officially constituted master's or doctoral committee will be affected by any change in the privileges or status of a member of the Graduate Faculty serving on that committee unless the change occurred under the authority of Section 3.A or Section 3.C of this Article. This section does not apply to Special Members, Members at Large, or Ex Officio Members of the Graduate Faculty.

### Section 4: Continuation of Previous Appointments

A. Appointments that were made under the authority of Article IV of the Charter of the Graduate Faculty in force at the time of the enactment of this revised Article IV will continue until the end of the appointments. Such appointments remain subject to the eligibility requirements in force at the time of appointment. However, any appeals of revisions to such appointments will be processed according to the guidelines described in this Article. This Article will govern any reappointment or additional privileges granted to such individuals.

B. With the consent of the individual concerned, an academic unit may process a new Graduate Faculty appointment under the authority of this Article, in which case the previous appointment is without effect.

## ARTICLE V: VOTING RIGHTS

Voting rights are restricted to Members of the graduate faculty. Ex officio Members, unless they are simultaneously Members of the graduate faculty, Special Members and Members at Large shall not be granted voting privileges. No votes shall be cast by proxy.

## ARTICLE VI: MEETINGS

### Section 1: Meetings

The Graduate Faculty shall meet as needed, usually at least once every academic year.

### Section 2: Special Meetings

A. Special Meetings may be called by the Graduate Council-Norman Campus, by the Dean of the Graduate College, or upon written petition of a total of 40 Members of the graduate faculty.

B. The purpose of the meeting shall be stated in the call.

C. All graduate faculty shall be notified.

D. The Dean shall schedule a meeting of the graduate faculty no earlier than 7 days nor later than 45 days after receipt of the petition by the Dean of the Graduate College. In cases of emergencies, the Dean may call a meeting on shorter notice than 7 days. The Dean shall decide what constitutes an emergency.

### Section 3: Quorum

Twenty members of the graduate faculty of the Norman Campus representing at least 4 different departments/schools constitute a quorum provided that no more than one-half of the members present is from any one department.

## ARTICLE VII: RESPONSIBILITIES AND POWERS OF THE GRADUATE FACULTY

The graduate faculty, in conjunction with the Dean of the Graduate College, shall have the responsibility and power to determine requirements for the admission and retention of students in the graduate programs; to establish degree requirements; to recommend through the Senior Vice President and Provost and the President of the University to ~~University the~~ Board of Regents the awarding of degrees earned; to formulate and implement ~~educational, research and professional service policies, and~~ policy related to all matters of graduate education; to set standards of research, scholarship and creative and scholarly achievement; and to take steps necessary for safeguarding and upholding such policies and standards. Nothing in this Article shall be deemed to modify or limit the responsibilities and powers of either ~~the University of Oklahoma~~ Board of Regents or the Oklahoma State Regents for Higher Education to review any items described in this Article.

## ARTICLE VIII: THE GRADUATE COUNCIL

The Graduate Council, as the instrument of the graduate faculty, shall exercise the general legislative and academic authority of the graduate faculty. The Graduate Council also shall be responsible for the development and maintenance of a system for the equitable resolution of differences and issues which may arise between and among graduate students and members of the graduate faculty. The graduate faculty reserves the right to review, endorse, change or rescind any action of the Graduate Council. The



operation of the Graduate Council is contained in the Charter Of The Graduate Council.

#### ARTICLE IX: AMENDMENT OF THE CHARTER

##### Section 1: Amending

This Charter may be amended according to the following procedure:

- A. Amendment of this Charter will be considered for a debate at any regular or special meeting of the graduate faculty, if it is proposed by the majority of the Graduate Council or by 40 members of the graduate faculty.
- B. Voting on proposed amendments shall be by mail ballot. To be approved, a proposed amendment requires affirmation by two-thirds (2/3) of the graduate faculty voting.
- C. Amendments shall be submitted to each eligible graduate faculty member for vote at least fifteen (15) days prior to tabulation of ballots.

##### Section 2: Effective Date

Amendments shall be effective at the beginning of the academic term following the approval by The ~~University of Oklahoma~~ Board of Regents.

#### ARTICLE X: ADOPTION

This Charter shall become effective when it has been approved by a majority of the graduate faculty voting and by ~~the University of Oklahoma~~ Board of Regents. (RM, 3-8-84, pp. 17846-50; 6-27-95, p. 24451; 3-29-00, p. 26909) [\(end NC text\)](#)

## 2.9.4—LAW CENTER

The head of the College of Law should have the title of Dean, the head of the Law Center should have the title of Director, and there should be a single person with both titles. The Dean/Director is responsible to the President for the operation of the Law Center on matters of policy. For academic and appropriate administrative matters, the Dean/Director ~~may be expected to shall~~ act through the Senior Vice President and Provost or other University officials.

There ~~should be is~~ a separately identifiable budget for the Law Center based on recommendations directly to the ~~Office of the~~ President by the Dean/Director of the Law Center. The separately identifiable budget for the Law Center should be approved together with the total University budget by the Board of Regents of the University. The budget should have internal flexibility so that the Dean/Director may adjust between sub-accounts subject to approval by the President's ~~Office~~ for any major changes of program. In the budget there will be separate program budgets based on priorities established.

Recommendations regarding appointment, tenure, and promotion of members of the faculty of the College of Law should be submitted by the faculty of the College to the Dean/Director, then to the President, who may seek appropriate advice prior to making his recommendation to the Board of Regents. In the event there is disagreement on a tenure recommendation, the matter will be referred to the Academic Personnel Council in accordance with the Board of Regents' regulations on tenure.

A Law Center Board serves in an advisory capacity to the Dean/Director, the President, and the Board of Regents. The Law Center Board will consist of no more than 30 members appointed by the President for staggered terms from nominations submitted by the Dean/Director and the Chairman of the Board of Visitors, as follows:

- The Dean/Director shall submit nominations for two-thirds of those to be appointed in any one year after consulting with and seeking nominations from among the legal profession, organized bar, judiciary, law alumni, public leaders, and others outside the University.
- Nominations for one-third of those to be appointed in any one year shall be submitted to the President by the Chairman of the Board of Visitors.
- The Dean/Director and the Chairman of the Board of Visitors must nominate at least twice the number to be appointed by the President.
- The composition of the Law Center Board should not be made up of persons who are members by virtue of office. Each member should be appointed by virtue of his qualifications. No member of the Law Center Board may be an employee of ~~the~~ the University of Oklahoma.

Continuing legal education is a function of the Law Center. The ~~Oklahoma Center for~~ College of Continuing Education should assist the Law Center in conducting continuing legal education programs and should be compensated for its services. The details of the arrangements for such services should be determined by the Director of the Law Center and the University Vice President for ~~University~~ Outreach.

A budget for the Law Library should appear within the budget of the Law Center. Staff will be under the professional guidance of the ~~general-University~~ Library~~yies~~ but administratively responsible to the College of Law. The Law Library budget should also appear in the ~~general-University~~ Library~~yies~~ budget for the University as a whole.

No separate corporations should be organized within the Law Center structures. (RM, 3-24-70, edited, pp. 10260-63; 11-16-72, pp. 11825-26; 3-29-00, p. 26909)

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## COLLEGE OF LAW ADMISSION PROCEDURE

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### APPLICATION DATES

Any person who desires to apply for admission to first-year standing in the regular entering fall class or the summer Early Admission Program (EAP) in the ~~University of Oklahoma~~ College of Law must apply no later than March 15 of the year in which admission is sought. To be eligible for admission to the College of Law with advanced standing, applicants must submit completed applications by June 1 for the fall semester and by November 1 for the spring semester. Priority consideration will be given by the Admissions Committee to those applicants filing completed applications on or before the prescribed deadlines; however, the Committee has the discretion to consider for admission any files received after those dates.

### ADMISSIONS COMMITTEE OF THE COLLEGE OF LAW

The Admissions Committee of the College of Law shall consist of three tenured or tenure-track members of the faculty of the College of Law. The members of ~~such the Admissionse~~ Committee shall be appointed each year by the President ~~of the University~~ upon the recommendation of the Dean of the College of Law.

### MAXIMUM NUMBER OF APPLICANTS TO BE ADMITTED

No later than October 1 of each year, the Dean of the College of Law, after consultation with members of Committee ~~“A”~~ and the Admissions Committee, shall determine the maximum number of applicants to be admitted to the College of Law for ~~that the subsequent~~ year and shall forward the same to the President ~~of the University~~ for approval. The President ~~of the University~~ may, within 60 days from the receipt thereof, modify or amend the Dean's determination as to the maximum number of applicants to be admitted.

**REQUIREMENTS FOR ADMISSION**

To be eligible for admission, applicants must have graduated from an accredited college or university with a baccalaureate degree prior to matriculation at the College of Law. All applicants must take the Law School Admissions Test (LSAT). To be eligible for admission to the College of Law with advanced standing, applicants must have satisfactorily completed at least one full semester or equivalent of work at an American Bar Association accredited law school.

The Admissions Committee shall exercise its best professional judgment to select persons for admission to the regular fall class and the EAP who have the aptitude and intellectual capacity to excel in the study of law. To achieve the highest standards of academic excellence, the Admissions Committee shall place significant emphasis on the applicant's academic achievement, as demonstrated principally by undergraduate GPA and the applicant's aptitude for the study of law as shown by the scores on the LSAT. The Committee may also consider additional factors in its evaluation process which may include, but are not limited to, extracurricular activities, work experience, demonstrated leadership potential, a history of overcoming hardship or disadvantage, maturity, military service, exceptional talents or skills, trends or improvement in academic performance, success in a challenging academic environment, graduate school performance, and other factors which may be identified at the discretion of the Admissions Committee. (RM, 3-10-66, p. 8471, 11-11-71, pp. 11220-22)

The Admissions Committee shall also identify a select group of approximately 15-25 students for admission to the summer Early Admission Program (EAP) whose undergraduate ~~GOA- GPA~~ and LSAT scores may not meet the entry criteria for admission into the regular fall program. The Admissions Committee, in identifying candidates for the EAP, may exercise its discretion in considering a wide range of factors in addition to the GPA and LSAT and those other factors previously enumerated which demonstrate that the applicants are capable of success in the study and practice of law.

The ~~College of Law~~ Admissions Committee shall use a rolling admissions process, meeting to approve or deny applications on a regular basis from October until mid-May. The Admissions Committee may establish a waiting list to fill potential vacancies in the EAP and the fall class. The Chair of the Admissions Committee will notify applicants in a timely manner of the decisions of the Admissions Committee affecting their candidacy.

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**COLLEGE OF LAW - CODE OF ACADEMIC RESPONSIBILITY<sup>9</sup>**


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**TITLE I - THE PURPOSE AND SCOPE OF THE CODE**

## SEC. 101 — PURPOSE OF CODE

The purpose of this Code of Academic Responsibility is to define academic misconduct and other ethical violations, to prescribe penalties and procedures for enforcement of academic discipline, and to provide for appellate review.

## SEC. 102 — SCOPE OF CODE

- a) The Code of Academic Responsibility applies to all students of the College of Law of ~~the University of Oklahoma.~~
- b) Each student shall sign a pledge to comply with this Code at the time of enrolling in the College of Law. The pledge shall notify students that the College may be required to notify bar associations when a student is found guilty of violating this Code.

The Board of Regents ~~of the University of Oklahoma~~ is constitutionally vested with the governance of the University of Oklahoma. Included in these powers and duties is the governance of all policy pertaining to College of Law Code of Academic Responsibility. The specific provisions of the College of Law Code of Academic Responsibility are set forth in Code of Responsibility of the College of Law. Any modification to a Board of Regents policy in the above referenced documents must be made through action of the Board of Regents.

(The text below appears in the Norman Campus Faculty Handbook.)

**TITLE II - PRINCIPLES OF ACADEMIC RESPONSIBILITY**

## Sec. 201 — Accepted Principles of Honesty

- (a) It shall be a violation of this Code for a student to act in conscious disregard of accepted principles of honesty in any academic pursuit or prize competition.
- (b) Conscious Disregard — To establish a violation of this section, the Council must present proof of a student's conscious disregard of accepted principles of honesty. Conscious disregard is a mental state embracing either (i) intent to deceive, manipulate or defraud; (ii) guilty knowledge; or (iii) moral awareness that the alleged conduct violated known or accepted principles of honesty.
- (c) Specific Intent — Nothing in this Code shall be construed to require proof of specific

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<sup>9</sup> This also appears in another section of the Regent's Policy Manual. Recommend including only once.

intent in addition to proof of conscious disregard. Specific intent is the offender's active and conscious desire to achieve certain prohibited consequences by acting or failing to act.

(d) Proof of Conscious Disregard — Nothing in this Code shall be construed to require a confession by the accused or any other direct evidence of conscious disregard, which may be inferred from the conduct of the accused and other circumstantial evidence.

Commentary to § 201

Definition of Principles of Honesty

Fraud and dishonest conduct appear in many forms. Legislatures and courts have avoided attempts to provide fixed and comprehensive definitions of fraudulent conduct, in part because the term "fraud" is not definable except in the most general terms and usually by reference to the state of mind of the person accused of dishonesty. In the words of the Supreme Court of Oklahoma, *Singleton v. LePak*, 425 P.2d 974 (Okla. 1967)

Fraud is a generic term, which embraces all the multifarious means which human ingenuity can devise and all resorted to by one individual to get an advantage over another. No definite and invariable rule can be laid down as a general proposition defining fraud, as it includes all surprise, trick, cunning, disassembling and unfair ways by which another is cheated...

*Id.* at 978 (quoting *Bigpond v. Mutaloke*, 105 p.2d 408 (Okla. 1940)). *See also, e.g.*, *Commonwealth v. Monumental Properties*, 329 A.2d 812 (Pa. 1974); *Barquis v. Merchants Collection Ass'n*, 496 P.2d 817, 830 (1972) (sweeping legislative ban on fraud and deception is designed "to enable judicial tribunals to deal with the innumerable 'new schemes which the fertility of man's invention would contrive'"(quoting *American Philatelic Soc'y v. Claibourne*, 45 P.2d 135, 140 (1935); *Kugler v. Romain*, 279 A.2d 640 (N.J. 1971).

As a result, no comprehensive list of such principles is possible. The following examples are designed to provide fair notice to the students of the College of Law of the breadth and scope of the Code's prohibitions against dishonesty. A student is presumed to have guilty knowledge or moral awareness by engaging in the conduct listed below:

1. No student shall give, secure or exchange any information about the contents of or answers to an examination, in advance of or during such examination, except as authorized by the instructor.
2. No student shall consult books, papers, computer files, other electronic data or notes of any kind during an examination, except as authorized by the instructor.
3. A student who has taken an examination and a student who will take the same examination may not discuss its contents with each other.
4. A student may not retain a copy of any examination for the purpose of preserving questions for use by another student, except as expressly authorized by the instructor; nor may a student take notes during an examination on the contents of an essay or objective examination for the purpose of preserving questions for use by another student, except as expressly authorized by the instructor.
5. No student shall fail to stop writing an examination with knowledge that the time allotted for writing the examination has elapsed.
6. No student shall hide, steal or mutilate any materials belonging to the library, the University, another student, a faculty member or other member of the law school or University community.

7. No student shall submit plagiarized work in an academic pursuit or prize competition (plagiarism being the incorporation of written work, either word for word or in substance from any work of another, unless the student writer credits the original author and identifies the original author's work with quotation marks, notes or other appropriate written designation).
8. No student shall make any material misrepresentation to faculty or administration respecting law school matters.
9. A student shall not falsely accuse another student of violating this Code, either with knowledge that the accusation is false or in reckless disregard of the accusation's truth.
10. A student may not offer for credit any work prepared by another.
11. A student may not offer for credit work that has been previously offered for credit, except as authorized by the instructor.
12. A student may not offer for credit work prepared in collaboration with another, except as authorized by the instructor.
13. A student may not take an examination for another student; nor may a student permit his or her own examination to be taken by another.
14. A student may not invade the security maintained for the preparation and storage of examinations.
15. A student who learns that he or she has come in contact with an examination subject to security must immediately inform the Dean or Associate Dean or the instructor.
16. A student shall not falsify attendance sheets.
17. A student shall not sign an attendance sheet for another student.
18. A student shall not use Lexis, Westlaw or other library services for unauthorized work or activities.

#### Conscious Disregard & Scienter

The requirement of conscious disregard is intended to be identical to the legal requirement of scienter as commonly defined. *See, e.g.,* DAVID WALKER, OXFORD COMPANION TO THE LAW 1107 (1980) (defining scienter as “knowingly”); *Aaron v. Securities and Exchange Comm’n*, 446 U.S. 680, 686 n.5 (1980) (scienter means “a mental state embracing intent to deceive, manipulate, or defraud”). The term “conscious” often has a similar meaning. RANDOM HOUSE DICTIONARY OF THE ENGLISH LANGUAGE (1968) defines “conscious” to mean “2. fully aware of or sensitive to something...4. known to oneself; felt; conscious guilt. 5. aware of what one is doing: a conscious liar.... 8. Obs. inwardly sensible of wrong doing.” In notes at the end of this definition, the authors of the RANDOM HOUSE DICTIONARY added that “knowing” was a synonym, along with the following commentary: “Conscious, aware, cognizant refer to an individual sense of recognition of something within or without oneself. CONSCIOUS implies to be awake or awakened to an inner realization of a fact, a truth, a condition, etc.”

#### Sec. 202 — Accepted Principles of Good Faith.

- (a) It shall be a violation of this Code for a student to act in conscious disregard of accepted principles of good faith.
- (b) Accepted principles of good faith include but are not limited to the following:
  - (i) No student shall harass any other member of the law school community on account of the member's race, color, religion, creed, gender, national origin, sexual preference or disability.

(ii) No student shall harass or retaliate or threaten to harass retaliate against any other member of the law school community because the community member made a charge, testified, assisted or participated in any manner in an investigation, proceeding or hearing under this Code.

(iii) For purposes of this subsection, harassment is:

(A) Personal insults or “fighting words” addressed to a specific individual or individuals, which are designed to and likely to provoke an immediate breach of the peace; or

(B) Severe and pervasive verbal or physical conduct which is directed at a specific member or members of the law school community and which is designed to inflict and is likely to inflict emotional or psychological distress on the targeted individual or individuals; or

(C) Severe and pervasive verbal or physical conduct directed at a specific member or members of the law school community that unreasonably interferes with the work or educational performances of the targeted individual or individuals; or

(D) Severe and pervasive verbal or physical conduct directed at a specific member or members of the law school community that creates an intimidating, hostile, or offensive environment for the targeted individual or individuals.

(c) It is the intent of this section to ensure that each member of the law school community shall have the fair and equal opportunity to enjoy the benefits of association with the College without being hindered by invidious discrimination or prejudice.

(d) Expressive Liberty — This section does not prohibit: (i) any person’s expression of views and opinions on matters of public interest unless it is proved that the expressive conduct is a sham or mere pretext for inflicting the harms or injuries identified by subsection (b); or (ii) expressive conduct protected from severe sanctions, punishment or other undue burdens by the Constitution of the United States or the Constitution of Oklahoma. The College reserves its rights to express views, including the right to post or publish reprimands, critical of expressive conduct believed to be unreasonable and discriminatory in character even if such conduct is otherwise protected by the Constitutions of the United States or of Oklahoma from severe sanctions, punishment and other undue burdens.

#### Sec. 203 — Misconduct Obstructing Administration of Examinations

A student taking an examination must not obstruct the administration of an examination. A student must comply with all reasonable instructions and regulations of the professor and the College respecting an examination.

#### Commentary to § 203

It is impossible to list all possible applications of the principles stated in Seq. 203. Each regulation or rule shall provide notice to the student of prohibited conduct. If a student is guilty of conscious disregard of a rule or regulation, the student may have violated § 201 of this Code. This section is designed to authorize sanctions in the absence of scienter or conscious disregard.

Compliance with the principles of § 203 includes but is not limited to the following:

1. A student shall not fail to turn in examination materials at the appointed time.
2. A student shall not talk in any room during an examination except to, or at the direction of, a faculty member or other individuals administering an examination.



3. A student shall not deliberately create an unreasonable distraction during an examination.
4. A student shall not eat or smoke during an examination, except in rooms or areas designated.
5. A student shall not remove an examination or examination answers from the College of Law, except with prior approval of the instructor.
6. A student shall not violate the rules designed to ensure that all grading of examinations is anonymous.
7. A student shall not bring into any examination room any materials, including books, papers or notes, or any other aid of any kind, except that expressly permitted by the instructor.
8. A student shall not violate the rules established by the administration and the faculty of the College of Law regarding the use of computers or memory typewriters during an examination.

#### Sec. 204 — Misconduct Obstructing Enforcement of the Code

- (a) Each student has an ethical responsibility to report any known or suspected violation of this Code to a member of the Council of Academic Responsibility or to another appropriate faculty member or administrator of the College of Law. Failure on the part of any student to satisfy this responsibility for enforcement of the Code is a violation of the Code.
- (b) No student shall improperly obstruct enforcement of this Code. Compliance with this principle includes but is not limited to the following:
  - (i) All students shall cooperate with the preliminary inquiry of the Associate Dean.
  - (ii) A summoned student other than a defendant may not, without a reasonable excuse, fail to appear and give testimony before the Council of Academic Responsibility or the Hearing Tribunal.
  - (iii) A student may not knowingly misrepresent material facts to the Associate Dean during a preliminary inquiry, or before the Council of Academic Responsibility or the Hearing Tribunal.
  - (iv) A student may not fail to comply with a final order of the Hearing Tribunal.
  - (v) No student shall request a person to refrain from voluntarily giving relevant testimony in an investigation, proceeding or hearing under this Code unless: (a) the student is acting as representative of an accused student pursuant to § 304(d)(ii) or §401; (b) the person is a relative or an employee or other agent of the accused student; and (c) the representative reasonably believes that person's interests will not be adversely affected by refraining from giving such information.
  - (vi) No student, whether or not acting as representative of an accused student pursuant to § 304(d)(ii) or § 410(d), shall improperly obstruct access to evidence or unlawfully alter, destroy or conceal a document or other material having potential evidentiary value or counsel or assist another person to do any such act.

#### Sec. 205 — Misconduct in Pursuit of Employment

- (a) A student may not seek to obtain unfair advantage in pursuit of employment by means of misrepresentations respecting the student's academic or professional record.
- (b) Conscious disregard. To establish a violation of this section, the Council must present proof of conscious disregard of accepted principles of honesty. Conscious disregard is a mental state embracing either (i) intent to deceive, manipulate or defraud; (ii) guilty knowledge; or (iii) moral awareness that the alleged conduct violated known or accepted

principles of honesty.

(c) Specific intent. To establish a violation of this section, the Council must present proof that the offender actively and consciously desired to obtain unfair advantage.

(d) Proof of conscious disregard and specific intent. Nothing in this Code shall be construed to require a confession by the accused or any other direct evidence of conscious disregard or specific intent. Conscious disregard and specific intent may be inferred from the proven conduct of the accused and other facts and circumstances.

#### Sec. 206 — Attendance Records

A student shall sign the attendance roll in a class only if present for the entire class period, except with the express permission of the professor. A student shall not sign the attendance roll for another student.

#### Sec. 207 — Miscellaneous Principles

(a) A student may not possess, transfer or duplicate keys to the College of Law or to any office in the College of Law, including the law library, without proper authorization.

(b) A student violates this Code when he or she attempts or conspires to violate the Code.

#### Sec. 208 — Library

No other violations of library rules shall be covered by this Code, but each student shall remain subject to the rule-making authority of the law librarian, the Dean, or such other authority at the University created or empowered to deal with violations of library rules.

### Title III - The COUNCIL OF ACADEMIC RESPONSIBILITY

#### Sec. 301 — Preliminary Inquiry.

(a) Upon receipt of an allegation of a Code violation or for other good cause, the Associate Dean may elect to conduct a preliminary inquiry. During the preliminary inquiry, the Associate Dean may proceed informally to gather information and to seek possible ways to resolve allegations prior to and in lieu of formal investigation.

(b) The Associate Dean may also elect to present allegations to the Council of Academic Responsibility without preliminary inquiry.

(c) The Associate Dean shall report any preliminary inquiry as well as the results of such inquiry to the Council of Academic Responsibility.

(d) After receiving the report of the Associate Dean respecting a preliminary inquiry, the Council of Academic Responsibility may (i) issue a letter of admonition, (ii) decide to conduct a formal investigation, or (iii) dismiss the allegation without further action.

#### Sec. 302 — Duties of the Council of Academic Responsibility

The Council of Academic Responsibility shall take care that this Code is fully enforced. The Council's enforcement duties are to:

(a) decide whether to issue a letter of admonition after preliminary inquiry of the Associate Dean;

(b) conduct a formal investigation of alleged violations of this Code;

(c) decide whether an allegation of a Code violation shall be presented to the Hearing Tribunal;

(d) appoint a representative of the Council to prosecute a case before the Hearing Tribunal;

(e) offer such recommendations as the Council believes appropriate to the Hearing Tribunal or to the faculty respecting the matters covered by this Code;

(f) notify any faculty member who has reported an alleged violation of (i) the results of the Council's investigation, (ii) the Council's decision whether to present an allegation to the Hearing Tribunal, (iii) the Council's recommendations to the Hearing Tribunal, and (iv) any compromise or settlement proposed by or approved by the Council pursuant to § 309 of this Code; and

(g) notify the appropriate faculty member (i) of any allegation of a Code violation in the faculty member's course, and (ii) of all other information required by subsection (f) of this section.

Sec. 303 — Membership of the Council of Academic Responsibility

(a) The Council shall consist of three members. The members are:

(i) the Associate Dean of the College of Law or other faculty member to represent the Dean's office, except for the Dean;

(ii) a tenured or tenure-track member of the faculty elected by the faculty;

(iii) one second-year law student appointed by the Dean from among three nominees of the Student Bar Association to serve for one year from January of the student's second year through December of the student's third year.

(b) The Associate Dean or other faculty member representative of the Dean's office shall serve as chair of the Council, unless the Dean elects to designate the faculty representative as chair.

(c) Notwithstanding the expiration of his or her term, a member of the Council may continue to serve until final judgment is rendered in any proceeding in which that member has actively participated.

(d) An alternate for each member of the Council shall be selected in the same manner as prescribed in § 303(a). If the Associate Dean cannot serve with the Council in a particular case, the Dean may appoint another faculty member to represent the Dean's office.

Sec. 304 — Formal Investigation

(a) The Council shall meet in closed session. The members shall keep in confidence the content and nature of the meetings, except to the extent the Hearing Tribunal or another adjudicative body compels disclosure.

(b) When the Dean, Associate Dean, faculty member or Council member receives an allegation of a Code violation, he or she has the ministerial duty to notify the chair of the Council on Academic Responsibility.

(c) The chair has the ministerial duty to present any report of alleged violations to the Council. The Council shall decide by majority vote whether to conduct a formal investigation of allegations. The Council shall notify the accused student of its decision to conduct a formal investigation.

(d) During the Council's formal investigation, an accused student has no right to appear in person or by representative at any meetings of the Council unless the Council determines that such appearance is useful to its deliberations. If the Council determines that the response of the student is useful or appropriate to complete a formal investigation, and upon the request of the Council, the accused student shall make a written response which contains a full and fair disclosure of all the facts and circumstances pertaining to the respondent student's alleged misconduct unless the respondent's refusal to do so is predicated upon expressed constitutional grounds. Deliberate misrepresentation in such response shall be grounds for discipline. The failure of an accused student to answer within

twenty (20) days after service of the Council's notice or inquiries, or such further time as may be granted by the chair of the Council, shall be grounds for discipline. The Council shall make such further investigation as the Council may deem appropriate before taking any action. If and only if the Council orders a response or appearance, the accused student shall have the following rights:

- (i) the right to a statement of the allegations.
  - (ii) if the Council decides to permit an appearance, the right to be represented by counsel or some other representative, though not the right to have counsel or a representative supplied by the College of Law;
  - (iii) the right to present evidence.
- (e) The Council, after formal investigation shall either (i) dismiss the case, (ii) decide to prosecute the case before the Hearing Tribunal; (iii) issue a letter of admonition; or (iv) after negotiations, enter into a settlement or compromise agreement. This decision shall be made at a formal meeting closed to the public with all members required to be present. A majority vote is required to prosecute an alleged violation before the Hearing Tribunal.
- (f) The Council must decide to prosecute, if at all, and give notice as hereinafter prescribed, within ninety days of receiving an allegation of a Code violation or specific information that identifies a specific student as an alleged violator, unless the student consents to an extension of time.
- (g) The Council, if decides to prosecute, shall give actual notice by delivering a formal complaint in writing to the alleged offender. This complaint shall include statement of the allegations, but need not be in any particular form. A copy of this complaint shall also be forwarded to the chair of the Hearing Tribunal.
- (h) If the Council decides not to prosecute and to dismiss a case, the Council may post a notice of its decision, but shall not disclose the identity of any accused student or witness.
- (i) The Council may adopt rules of procedure to supplement this section.

#### Sec. 305 — Duties of the Chair

- (a) The chair shall call and preside over all meetings of the Council.
- (b) The chair shall also:
  - (i) present all reports of alleged violations to the Council;
  - (ii) serve written notice to alleged offenders of the time and place of appropriate hearings and of the alleged offenders' rights during a formal investigation and during proceedings before the Hearing Tribunal;
  - (iii) have the power to summon witnesses from among the University and to subpoena documents from members of the University community, subject to other applicable laws and policies governing the University.
  - (iv) do such other things as may, in his or her judgment, be needed to enforce this Code and to effectuate the spirit and intent of this Code; and
  - (v) notify the Council of all actions taken by the chair.
- (c) All orders, decisions and actions by the Chair shall be subject to review by the Council.

#### Sec. 306 — Disqualifications

No member of the Council shall participate in any case if that member is disqualified because of a conflict of interest or any other appropriate reason.

**Sec. 307 — Vacancies**

Vacancies on the Council shall be filled in the manner prescribed for the position which is vacant under the terms of sections 303(a) and 303(d).

**Sec. 308 — Representative of the Council of Academic Responsibility**

The Council of Academic Responsibility shall select an individual to represent the Council and to prosecute the case alleging Code violations before the Hearing Tribunal. The Council's representative may or may not be a member of the Council.

**Sec. 309 — Compromise or Settlement of a Complaint**

(a) Nothing in this Code shall be construed to prohibit compromise or settlement of complaints alleging violations of this Code.

(b) The Council shall have the power to approve or reject proposed compromises or settlements negotiated by the Council's representative and the representative of an accused student. If the Council's representative and the representative of an accused student agree to such a compromise or settlement, the agreement must be approved by a majority of the Council of Academic Responsibility. The Council's settlement authority exists at all stages of a case, but is subject to the following limitations: (i) after the Hearing Tribunal has rendered a judgment and prior to a decision by the Appeals Board, any compromise or settlement must be approved by the Hearing Tribunal; (ii) after the Appeals Board had rendered a judgment, any compromise or settlement must be approved by the Appeals Board.

(c) Evidence of offering to compromise or settle a complaint is not admissible to prove or disprove a violation of this Code. Evidence of conduct or statements made in compromise or settlement negotiations is likewise not admissible.

**Title IV – THE HEARING TRIBUNAL****Sec. 401 — Jurisdiction**

The Hearing Tribunal shall have jurisdiction over all cases involving allegations of Code violations. Pursuant to this jurisdiction, the Hearing Tribunal shall hold a hearing to determine whether or not this Code has been violated and to prescribe penalties or remedies of any violations.

**Sec. 402 — Membership**

(a) The Hearing Tribunal shall have six members. The members are:

- (i) one member of the faculty appointed by the Dean to serve as chair for two academic years or until a replacement is appointed by the Dean;
- (ii) two members of the faculty elected by the faculty to serve for two academic years or until replacements are elected by the faculty;
- (iii) three students appointed by the Dean from among six second-year law students nominated by the Student Bar Association to serve for one year from January 1 of the student's second year until January 1 of the student's third year, or until replacements are appointed by the Dean.

(b) The Dean shall arrange appointments and terms of service for faculty members other than the chair so that one member is appointed for a full two year term each academic year.

(c) An alternate for each member of the Hearing Tribunal shall be selected in the manner prescribed by § 402(a).

(d) Under no circumstances shall a member or alternate of the Hearing Tribunal also be a member or alternate of the Council or the Appeals Board.

(e) Notwithstanding the expiration of his or her term, a member of the Hearing Tribunal may continue to serve until final judgment is rendered in any proceeding in which that member has actively participated.

(f) Vacancies on the Hearing Tribunal shall be filled in the manner prescribed for the position which is vacant under the terms of this section.

#### Sec. 403 — Disqualifications

(a) No member of the Hearing Tribunal shall review any case if that member is disqualified because of conflicts of interest or other appropriate reasons.

(b) Either the representative of the Council or the accused student may request disqualification of a member of the Hearing Tribunal.

(c) Each member of the Hearing Tribunal must decide whether he or she can judge the case with fairness and objectivity.

(d) The Hearing Tribunal may, by majority vote of all members of the Hearing Tribunal other than the challenged member, disqualify a member of the Hearing Tribunal for appropriate reasons.

#### Sec. 404 Confidentiality of Tribunal Proceedings

The Hearing Tribunal shall meet in closed session unless the student charged with violating the Code requests an open hearing. The members shall keep in confidence the contents and nature of the meeting unless the Appeals Board or other adjudicative body compels disclosure.

#### Sec. 405 — Scheduling of Hearing

The Hearing Tribunal shall hold its initial hearing on any formal written complaint within thirty calendar days of its receipt by the chair unless reasonable cause for delay is shown by the accused student or the Council's representative.

#### Sec. 406 — Hearing Procedures

In conducting a hearing the Hearing Tribunal:

(a) shall proceed informally and provide reasonable opportunities for witnesses to be heard;

(b) shall receive all probative oral, documentary, and real evidence without regard to the legal rules of evidence, except that the Hearing Tribunal may exclude irrelevant, immaterial, and unduly repetitious evidence, and shall give effect to the rules of privilege recognized by law;

(c) shall, on request of either the accused student or the Council's representative, exclude witnesses from the hearing when not testifying.

(d) shall engage a court reporter to make a record of its hearings so as to enable review of its proceedings in the event of appeal;

(e) shall presume an accused student innocent of the alleged violation until the Hearing Tribunal, four members concurring, is convinced that the student violated the Code by clear and convincing evidence;

(f) shall decide the issue of guilt or innocence and an appropriate penalty solely on the basis of admitted evidence;

(g) shall decide the issue of guilt before determining an appropriate penalty, and shall offer the student adjudged to be guilty, at a separate hearing after a decision on the issue of guilt, an opportunity to offer evidence or argument regarding an appropriate penalty;

(h) shall not be bound to follow penalty recommendations made by the Council, and may impose any penalty authorized by this Code upon majority vote, taking into consideration the Council's recommendation, the facts of the case, the gravity of the offense, and any prior misconduct;

(i) shall state in writing, signed by each concurring member of the Hearing Tribunal, each finding of guilt or innocence and the penalty determined, if any;

(j) may write an opinion giving reasons for its decision in cases warranting an opinion; and

(k) shall deliver a copy of the findings and opinions, if any, to the Dean, to the chair of the Council and to the accused student.

#### Sec. 407 — Clear and Convincing Evidence

To prove a fact by clear and convincing evidence means to demonstrate that the existence of a disputed fact is highly probable and free from serious doubt.

#### Commentary to § 407

The adoption of the clear and convincing evidence standard by the College of Law is recognition of the importance that is placed on high ethical standards by the legal profession. A law student's interest in maintaining a reputation of honesty and integrity and, therefore, not being found to have violated this Code of Academic Responsibility is an important and substantial interest. Therefore, the Council bears the burden of proving by "clear and convincing evidence" sufficient facts to persuade the Hearing Tribunal that a violation of this Code occurred.

The definition of clear and convincing evidence is taken from Oklahoma Uniform Jury Instruction (OUJI)-Civil (2d) No. 3.2. clear and convincing evidence is more demanding than proof by the typical civil standard of preponderance of the evidence, which is proof that the fact is more probable than not. It is less demanding than proof by the standard of "beyond a reasonable doubt," which is the standard in criminal cases. *See Addington v. Texas*, 441 U.S. 418 (1979). When determining whether the Council has presented clear and convincing evidence of guilt, the Hearing Tribunal must have a greater degree of confidence in the correctness of its factual conclusions than under the preponderance of evidence standard, but the Hearing Tribunal may have less confidence than that confidence required for decision under the beyond reasonable doubt standard.

Under Oklahoma law, clear and convincing evidence "is that measure or degree of proof which will produce in the mind of the trier of fact the firm belief or conviction as to the truth of the allegations sought to be established." *In re C.G.*, 637 P. 2d 66, 71 n.12 (Okla. 1981). This standard requires proof not only that the existence of a disputed fact is probable, but that it is highly probable. *See also* LEO H. WHINERY, 2 OKLAHOMA EVIDENCE: COMMENTARY ON LAW OF EVIDENCE, §§ 8.20, 8.23 (West 1994).

#### Sec. 408 — Finality of Tribunal Decisions

The Hearing Tribunal's decision is final in any case not appealed.

#### Sec. 409 — Default Judgments

The Hearing Tribunal may proceed with a hearing and render a default judgment in any case where a student defendant fails to appear after receiving reasonable notice of a hearing of allegations.

Such a default judgment may be appealed as this Code provides, but is final if no appeal is taken.

#### Sec. 410 — Rights of the Student Before the Hearing Tribunal

A student accused of violating the Code has the following rights in all proceedings before the Hearing Tribunal:

(a) the right to a statement of allegations;

- (b) the right to a fair hearing;
- (c) the right to appear personally before the Hearing Tribunal;
- (d) the right to counsel or a representative of the accused's choice (although not the right to be supplied with an attorney-at-law at the expense of the College of Law), or a representative chosen by the Hearing Tribunal from among the student body;
- (e) the right to present oral, documentary or real evidence;
- (f) the right to examine and cross-examine witnesses;
- (g) the right to choose whether the hearing shall be open to the public, or closed and confidential;
- (h) the right to be presumed innocent until the Hearing Tribunal has considered all evidence and is convinced that the student violated the Code by clear and convincing evidence;
- (i) the right to a copy of the Hearing Tribunal's written decision and opinion, if any, to be delivered or mailed as soon as practicable;
- (j) the right to waive any of these rights by notice of such waiver in writing to the Hearing Tribunal, or by failure to appear after being duly served.

Sec. 411 — Duties of the Chair

The chair of the Hearing Tribunal shall:

- (a) receive written complaints from the Council alleging violations of the Code;
- (b) set the date, time and place for hearings of the Hearing Tribunal;
- (c) notify the members of the Hearing Tribunal, the Council, the accused student and other appropriate individuals, such as witnesses known to the chair, of the date, time and place of hearings;
- (d) notify the accused student of all rights before the Hearing Tribunal as provided by Section 410;
- (e) appoint a representative from among the student body at the request of the accused student, if the accused student is not otherwise represented, as provided in Section 410(d);
- (f) have the power to summon witnesses from within the University community, and to subpoena relevant documents in the possession of members of the University community, subject to other applicable laws and policies governing the University;
- (g) have the power to order a prehearing conference, to be scheduled no later than five days prior to a scheduled hearing, at which the parties may be required to exchange a list of witnesses;
- (h) preside over Tribunal hearings;
- (i) direct the course of hearings;
- (j) instruct the members of the Hearing Tribunal on the principles of law to be applied to a particular case;
- (k) take care that a court reporter is employed to develop a written record of tribunal proceedings;
- (l) rule on challenges, motions, pleas, and admissibility of evidence and testimony;
- (m) assign the duty of preparing decisions and opinions and approve the final product;
- (n) notify the proper persons, including the Dean, the Associate Dean and the tenured and tenure-track faculty of the Hearing Tribunal's decisions and of any penalties imposed; and
- (o) take care that the final orders and decisions of the Hearing Tribunal are executed, including but not limited to directing the change of official records of a student adjudged to be guilty



of a violation where such change is required by a final decision and penalty.

#### Sec. 412 — Ex Parte Communications

Ex parte communications with the members of the Hearing Tribunal by any party, by any member of the Council or alternate, by any student, by any witness or by any faculty member or administrative officer of the college concerning matters relevant to a case before the Hearing Tribunal are strictly prohibited. All such communications shall be disclosed by the Hearing Tribunal to the parties. Every pleading, motion or other paper filed with the Hearing Tribunal shall be served on all other parties.

### TITLE V - PENALTIES

#### Sec. 501 — Penalties.

The Hearing Tribunal may impose any of the following penalties in light of the facts, the severity of the offense, mitigating circumstances and the dictates of fairness.

- (a) a reprimand;
- (b) probation;
- (c) a monetary penalty not to exceed \$250 over and above the value of any property damage or value of any property destroyed or taken and not returned;
- (d) temporary or permanent suspension of rights or privileges deriving in whole or in part from the University;
- (e) temporary or permanent suspension of eligibility for official extracurricular activities;
- (f) temporary or permanent suspension of eligibility for any student office or honor;
- (g) cancellation of credit for scholastic work done;
- (h) reduction of the grade assigned in a course, unless the professor or instructor has exercised the right to specify a grade penalty pursuant to § 703;
- (i) suspension from the College of Law or the University;
- (j) prevention of an individual adjudged to be guilty of a violation from resuming student status in appropriate cases;
- (k) expulsion;
- (l) recommendation that the Board of Regents withdraw recognition of the student's degree, and that the Dean and the President take all actions appropriate upon official withdrawal of recognition;
- (m) such alternative penalties or remedies as are appropriate to a particular case, including but not limited to restitution and community service;
- (n) any combination of the foregoing penalties which, in the judgment of the Hearing Tribunal, is deemed appropriate to punish the student for the offense or offenses committed.

#### Sec. 502 — Penalties – Definitions and Miscellaneous Provisions

- (a) An admonition consists of a formal written warning by the Council of Academic Responsibility to be included in the student's file. The letter of admonition is a warning to the student. It is not a finding of probable cause, a finding of guilt, a penalty, or any other form of disciplinary action. Letters of admonition are not reported to bar associations or other similar entities.
- (b) A reprimand is a formal written censure to be included in the student's file. The reprimand is a penalty or remedy for a violation of this Code. A reprimand is reported to bar associations or other similar entities.
- (c) The College recognizes its legal duty to notify bar associations and other appropriate similar

entities when a student has been found to have violated any provision of this Code.

(d) Disciplinary probation is for a definite period and indicates that further violations may result in suspension or expulsion.

(e) Cancellation of credit for scholastic work done and reduction of a grade assigned in a course are imposed only for courses in which the defendant was found guilty of academic dishonesty.

(f) A money penalty is assessed in cases such as those involving misappropriation of University property, use of University property without authorization, or abuse of or destruction of University property or of the property of a member of the law school community.

(g) Suspension from the University means that a suspended student may not receive credit at the University for work done at either this or any other educational institution during the period of suspension, except when allowed by the Hearing Tribunal;

(h) Preventing an individual adjudged to be guilty of a violation of the Code from resuming student status is the minimum penalty that shall be imposed on a person subject to this Code who is not a student at the time disciplinary proceedings are instituted and who fails to appear before the Hearing Tribunal for the hearing of a complaint against that person. This penalty is the same as the penalty of suspension from the University except that the period of the penalty continues until the affected individual submits to the jurisdiction of the Hearing Tribunal. Submission to this jurisdiction involves either accepting the adjudication of violation made earlier or requesting a new hearing by the Hearing Tribunal for the purpose of contesting that adjudication of violation.

(i) Expulsion from the University means permanent severance from the University.

#### Sec. 503 — Removing Records of Minor Infractions from Student's File

The Hearing Tribunal may specify that records of penalties imposed for infractions adjudged to be minor shall be removed from a student's file after a time specified by the Hearing Tribunal.

### TITLE VI – APPEALS BOARD

#### Sec. 601 — Right of Appeal

(a) A student adjudged to be guilty of a violation of the Code has the right to appeal to the Appeals Board of the College of Law. The Appeals Board may affirm, modify or set aside the judgment of the Hearing Tribunal.

(b) If a student is found guilty of violating the Code, the Council of Academic Responsibility may appeal or cross-appeal the judgment of the Hearing Tribunal regarding remedies ordered or penalties imposed.

#### Sec. 602 — Membership of Appeals Board

(a) The Appeals Board shall consist of five members.

(b) The Dean shall appoint four members of the Appeals Board from the faculty of the College of Law. Each faculty member shall serve three years. The Dean shall arrange appointments and terms of service so that one or two members are appointed each academic year for full three-year terms. The Dean shall appoint replacements for additional vacancies for either the remainder of unexpired terms or for a particular case if faculty members are unable to serve or are recused.

(c) The Student Bar Association shall designate fifteen second-year law students to serve as potential members of the Appeals Board for one year running from January 1 of the student's second year to January 1 of the student's third year. The Dean shall appoint the student representative on the Appeals Board for a particular case by random selection from among the potential members designated by the Student Bar Association.

(d) The Dean shall appoint one person to serve as chair from among those faculty members who served on the Appeals Board during the immediately preceding academic year. The chair shall serve for one academic year or until a replacement is appointed by the Dean.

(e) Notwithstanding the expiration of his or her term, a member of the Appeals Board may continue to serve in any case in which that member has actively participated until final judgment is rendered.

#### Sec. 603 — Disqualifications on Appeal

(a) No person who is serving on the Council or the Hearing Tribunal shall be a member of the Appeals Board.

(b) No person who participated in the proceedings of the Council or the Hearing Tribunal in a particular case may be a member or potential member of the Appeals Board in the same case.

(c) No member of the Appeals Board shall review any case if that member is disqualified because of conflicts of interest or other appropriate reasons.

(d) Either the representative of the Council or the accused student may request disqualification of a member of the Appeals Board.

(e) Each member of the Appeals Board must decide whether he or she can judge the case with fairness and objectivity.

(f) The Appeals Board may, by majority vote of all members of the Appeals Board, disqualify a member of the Appeals Board for appropriate reasons.

#### Sec. 604 — Notice of Appeal

Appeal is taken by giving written notice to the chair of the Appeals Board, the chair of the Hearing Tribunal and the chair of the Council within ten school days after the date on which the Hearing Tribunal issues its written decision under § 406(i). The written notice need not be in any particular form, but must identify the student's name and the grounds for appeal.

#### Sec. 605 — Effect of Timely Appeal

(a) Notice of appeal timely given does not suspend the imposition of penalty until the appeal is finally decided, except as follows:

(i) A student may not be suspended or expelled while an appeal is pending;

(ii) A student may not be required to complete community service while an appeal is pending;

(iii) A student may not be prevented from continuing studies or assigned work while an appeal is pending.

(b) The College shall delay graduation and other recognition of work of a student adjudged to be guilty of violating the Code despite a pending appeal, if the Hearing Tribunal has assessed a penalty delaying graduation or other recognition of work completed.

#### Sec. 606 — Preparation of Record on Appeal

If notice of appeal is timely, the chair of the Hearing Tribunal shall prepare the record of Tribunal proceedings and deliver copies of the record to the Dean, the student appellant, the chair of the

Council of Academic Responsibility and the chair of the Appeals Board. If the decision is affirmed, the appellant shall pay the cost of preparing a transcript, unless the chair of the Appeals Board determines that the student is unable to pay.

Sec. 607 — Contents of Record on Appeal

The record on appeal is the record of all proceeding before the Hearing Tribunal. This record is confidential and consists of:

- (a) a copy of all notices to the accused student and to the Council's representative;
- (b) any transcription of the hearing record, and all documentary and other evidence offered and admitted in evidence;
- (c) written motions, pleas, and any other materials considered by the Hearing Tribunal;
- (d) the Hearing Tribunal's written decision; and
- (e) the Hearing Tribunal's opinion, if any.

Sec. 608 — Standard of Review

(a) The Appeals Board shall consider an appeal on the basis of the record on appeal.

(b) Factual Issues — The Appeals Board shall sustain the Hearing Tribunal's findings regarding disputed factual issues, unless the Appeals Board concludes that the findings were clearly erroneous. When reviewing factual determinations on the basis of the record on appeal, the Appeals Board shall consider all evidence in the light most favorable to the prevailing party and it shall not disturb the factual findings, unless the Appeals Board reaches the definite and firm conviction that a mistake has been committed. The Appeals Board may not conduct a trial de novo regarding factual issues in any case.

(c) Review of sufficiency of evidence. When the Appeals Board reviews the sufficiency of evidence supporting the Hearing Tribunal's judgment that a student violated this Code, the Appeals Board shall determine whether it was clearly erroneous for the Hearing Tribunal to conclude that all essential allegations were proven by clear and convincing evidence. The critical inquiry required by this subsection is whether a reasonable trier of fact could have found that the facts constituting the essential elements of the offense were highly probable.

(d) Legal Issues — The Appeals Board shall consider all issues of law, including interpretation of the Code, de novo.

(e) Remedies or Penalties — The decision of the Hearing Tribunal regarding penalties or remedies shall be affirmed, unless the Appeals Board concludes that the penalties and remedies constituted an abuse of discretion.

(f) Mixed questions of law and fact. If the Appeals Board reviews a mixed question of law and fact, the clearly erroneous standard of subsection (b) is appropriate, if the Appeals Board concludes that the question involves primarily a factual inquiry. If, however, the Appeals Board concludes the mixed question primarily involves the consideration of legal issues, then de novo review is appropriate.

Sec. 609 — Oral Argument on Appeal

The student appellant and the Council's representative may request in writing an opportunity to appear and present argument before the Appeals Board. Oral argument on appeal before the Appeals Board shall be scheduled no more than twenty school days following a timely notice of appeal, unless the chair of the Appeals Board grants an extension of time for good cause. The student appellant may appear by a representative consistent with §410(d). Ordinarily, oral argument for a party appearing before the Appeals Board should last no longer than one-half hour.

**Sec. 610 — Finality**

The decision of the Appeals Board shall be final within the College of Law. There is no appeal to the faculty of the College of Law or to the Dean of the College of Law.

**Sec. 611 — Appeal to the President**

A decision of the Appeals Board may be appealed to the President of The University of Oklahoma, if the Appeals Board's decision affirms or approves any penalty or remedy under §501 other than reprimand. The President's decision shall be final. Pending appeal to the President, the decision of the Appeals Board may be stayed in whole or in part by the Dean.

**Sec. 612 — Confidentiality of Appeals Board Proceedings**

The Appeals Board shall meet in closed session unless the student charged with violating the Code requests an open hearing. The members shall keep in confidence the contents and nature of the meetings unless the President or other adjudicative body compels disclosure.

**TITLE VII – POWERS AND DUTIES OF THE COLLEGE OF****Sec. 701 — Jurisdiction**

(a) The Associate Dean, the Council of Academic Responsibility, the Hearing Tribunal and the Appeals Board shall have subject matter and personal jurisdiction to investigate and resolve any and all allegations of Code violations brought against students and former students according to the provisions of this Code.

(b) A student who is discovered to have made misrepresentations to law school officials during the process of applying for admission to law school shall not be subject to the provisions of this Code, but shall be subject to expulsion or other appropriate discipline by the Dean and Admissions Committee of the College of Law.

**Sec. 702 — Academic Regulations**

Nothing in this Code shall be construed to restrict the powers and duties of the faculty, the administration and the College of Law to adopt reasonable rules and regulations to protect the integrity and fairness of all examinations, academic programs, academic evaluations and competitions.

**Sec. 703 — Faculty Duties**

(a) A professor or instructor who observes or is notified of an alleged violation of this Code in a particular course shall have the academic freedom to specify a grade penalty to be imposed after and only if the student involved is found guilty by the Hearing Tribunal, defaults in the responsibility to respond to allegations, or admits the allegations. The professor or instructor may specify a grade penalty by notifying the Associate Dean in writing at any appropriate time prior to the final decision of the Hearing Tribunal.

(b) A professor or instructor shall assign a grade, to be effective after an accused student has been found not guilty of violating this Code, on the basis of legitimate and adequate academic grounds independent of any allegation or belief that a student violated the Code. Ordinarily and to the extent feasible, while a case involving allegations of Code violations is pending, a professor or instructor should complete grading of an accused student's examination or other academic work. Also, to the extent feasible, the College and professor should take care to attempt to preserve the anonymity of the student's examination in compliance with the College's grading policy. It is understood that the discovery of an alleged violation may compromise the anonymity of grading. The professor or instructor

should assign a grade other than a specified grade penalty governed by subsection (a) of this section according to the College's schedule for reporting grades.

(c) The College may implement any reasonable procedure for reporting and recording a grade for a student accused of violating this Code while proceedings are pending.

#### Sec. 704 — Notice to the Law School Community

Each academic year, the office of the Dean shall publish or post a list of cases occurring in the previous five academic years. The list shall include cases in which students were found guilty of violations of this Code, cases in which students were found not guilty of violations, and cases which were settled by negotiated agreement. This list shall include a summary description of penalties imposed or remedies ordered for violations. The office of the Dean shall take care to redact any information that would identify students accused or adjudged guilty, but the College assumes no responsibility for unintended identification of students beyond that imposed by law.

### TITLE VIII – MISCELLANEOUS DEFINITIONS

Sec. 801 “Dean” means the Dean of the College of Law or the Dean’s delegate or representative.

Sec. 802. “Associate Dean” means the associate dean, or the associate dean’s delegate or representative.

Sec. 803. “Student” means a person enrolled at the College of Law of The University of Oklahoma, or a person who was enrolled at the College of Law, or a person accepted for admission at the College of Law at the time he or she is alleged to have violated this Code.

Sec. 804. “School days” are days Monday through Friday in which the College of Law is in session during the fall and spring semesters.

Sec. 805. “Prize Competition” includes any competition for an extracurricular award, honor or prize, including but not limited to competition for scholarships, intra-school moot court and trial competitions, competition for financial aid and competition in relation to law review. (RM, 7-27-95, p. 24512) (end NC text)

## 2.10—HEALTH SCIENCES CENTER CHARTERS, PROFESSIONAL PRACTICE PLANS, AND COLLEGE OF MEDICINE POLICIES<sup>10</sup>

### 2.10.1—CHARTER OF THE ~~REGULAR~~GENERAL REGULAR FACULTY AND THE FACULTY SENATE, HEALTH SCIENCES CENTER

*(The text below appears in the Health Sciences Center Faculty Handbook.)*

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policy pertaining to the Charter of the Regular Faculty and the Faculty Senate—Health Science Center. The specific provisions proscribing Charter are set forth in the Faculty Handbook of the Norman Campus as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents~~

*(The ~~red~~ bluegreen text below will be ~~is~~ included in the Faculty Handbook—Health Sciences Center)*

#### PREAMBLE:

The ~~General~~ Regular Faculty of the University of Oklahoma Health Sciences Center has adopted the following charter, within the structure of the University, to assist with the orderly conduct and governance of its affairs, protecting however the rights and jurisdictions of individual colleges and their respective faculties, to ensure due process, and to facilitate faculty-administration division of labor and reciprocally supportive collaboration in achieving the goals and purposes of the Health Sciences Center.

This charter is not intended to abridge the rights and privileges of any member or sub-group of the ~~General~~ Regular Faculty (~~i.e.~~ department or college faculty group) to determine matters of their rightful jurisdiction, academic freedom, and responsibility.

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<sup>10</sup> ~~recommend including Charter in Appendix. Not reviewed by Legal Counsel.~~

## NAME

The name of this organization shall be: “The ~~General~~ Regular Faculty of the University of Oklahoma Health Sciences Center.”

## ARTICLE II

~~OBJECT~~ PURPOSE

The ~~object~~ purpose of this organization shall be:

- A. To help define and protect the rights of faculty members;
- B. To support the faculty in implementing the University functions of teaching, research and creative/scholarly activity, and professional and University public-service and public outreach; in relation to all matters of health;
- C. To develop, recommend and implement policies for the Health Sciences Center and the University in matters relating to the instruction of students ~~and~~ the conduct of research and creative/-scholarly activity, and the provision of professional and University services and public outreach or in any academic or other matters affecting the welfare of the Health Sciences Center;
- D. To promote collaborative effort within and among ~~different~~ faculty, professions, and colleges; and ~~health care professions in order to provide for each recipient the combination of skills and knowledge best suited for his/her particular needs;~~
- E. To respect the rights and jurisdictions of the individual ~~C~~colleges in the Health Sciences Center ~~and;~~

## ARTICLE III

## MEMBERS

Section 1. Members.

The membership of the ~~General~~ Regular Faculty of the Health Sciences Center shall be composed of all full-time faculty members with the unmodified rank of ~~instructor~~ assistant professor or above who hold tenure track, tenured, or consecutive term appointments. The ~~General~~ Regular Faculty does not include individuals holding temporary appointments such as instructor, lecturer, or associate; or with modified ranks



such as “visiting, adjunct, special, acting, and/or clinical,” or holding temporary research appointments such as assistant professor of research or higher.

## Section 2. Voting Rights.

All members, with the unmodified rank of ~~instructor~~-assistant professor above and who hold tenure track, tenured or consecutive term appointments; shall have full voting rights.

## Section 3. Proxy.

No votes shall be cast by proxy.

# ARTICLE IV

## POWERS

### Section 1. Governance Powers.

The governance of the ~~F~~faculty of the Health Sciences Center is vested in the ~~General~~ Regular Faculty of the Health Sciences Center, subject to the provisions of ~~Article II “D”~~ Article III, section 1 above.

### Section 2. Exercise of Powers.

These governance powers shall be exercised either by the ~~General~~ Regular Faculty or by the Faculty Senate (see Article VII, section 5).

### Section 3. Accountability of Senate.

The Faculty Senate shall be subject to the orders of the ~~General~~ Regular Faculty, and none of the Senate’s acts shall conflict with actions taken by the ~~General~~ Regular Faculty.

# ARTICLE V

## OFFICERS

### Section 1. Officers,

The Officers of the ~~General-Regular~~ Faculty shall be the Officers of the Faculty Senate: ~~Chairman-Chair~~, ~~Chairman-Elect~~ Chair-Elect, Secretary, and Secretary-Elect. These officers shall perform the duties prescribed by this Charter; and by the parliamentary authority adopted by the ~~General~~ Regular Faculty; and any other activities

necessary to achieve the ~~objects~~ purposes of the ~~General~~ Regular Faculty of the Health Sciences Center.

#### Section 2. Election of Officers.

The officers shall be elected yearly by and from among the representatives who compose the Faculty Senate.

#### Section 3. Eligibility.

No member shall hold more than one office at a time. No member shall serve more than two consecutive terms in the same office.

### ARTICLE VI

#### MEETINGS

##### Section 1. Meetings.

The ~~General~~ Regular Faculty shall meet at least twice yearly, usually in ~~the first week of~~ October and ~~the first week of~~ April.

#### Section 2. Annual Meeting.

The ~~regular~~ meeting in April shall be known as the Annual Meeting and shall be for the purpose of receiving reports of Officers and Committees, for communicating a report of significant yearly Senate activities, and for any other business that may arise.

#### Section 3. Special Meetings.

- a. Special meetings of the Regular Faculty may be called by the Chair of the Senate, ~~at the request of~~ by the Provost of ~~for~~ the Health Sciences Center, ~~the Chairman of the General Faculty,~~ or by written petition of a total of thirty ~~(30)~~ Regular Faculty of whom no more than ~~fifteen~~ 15 belong to any one college.
- b. The purpose of the meeting shall be stated in the call.
- c. Every Regular Faculty member shall be notified.
- d. Except in cases of emergency at least seven ~~(7)~~ days notice shall be given, and the meeting shall be called within thirty ~~(30)~~ days of the presentation of a petition.

#### Section 4. Quorum.

Sixty ~~(60)~~ members of the ~~General~~ Regular Faculty of the Health Sciences Center representing three or more ~~C~~colleges, provided no more than thirty ~~30~~ of the quorum number are from any one college, constitute a quorum.

## ARTICLE VII

### THE FACULTY SENATE

#### Section 1. Members.

- a. The Faculty Senate shall be composed of at least three ~~(3)~~ members of the ~~General~~ Regular Faculty from each ~~OUHSC—Health Sciences Center~~ ~~C~~college except the Graduate College, which shall have one representative, and one ~~(1)~~ member from each College on the Tulsa Campus. One additional representative shall be elected by each College for each additional one hundred ~~(100)~~ Regular Faculty over the first 100 whose primary appointment is in that College. No College, however, shall have more than forty ~~(40)~~ percent of the total number of Senate representatives. The Provost of the Health Sciences Center or his designate shall be an ex-officio member of the Senate and shall serve without vote.
- b. Terms of office of members of the Faculty Senate shall be staggered. Specific methods of accomplishing this shall be determined by each ~~C~~college. No member shall serve more than two consecutive elected terms as a member of the Faculty Senate.

#### Section 2. Election.

- a. Representatives of ~~Colleges to~~ the Faculty Senate shall be elected by and from each ~~C~~college of the Health Sciences Center. They shall be elected by written ballot for a three ~~(3)~~ year term.
- b. ~~On or before~~ Prior to June 1, each ~~C~~college shall elect its new representatives to fill out-going Senate positions and inform the ~~Chairman~~ of the Faculty Senate.
- c. Except for the Graduate College, ~~faculty members~~ Senators shall ~~vote in and~~ represent that ~~College—college~~ in which they hold their primary appointment. Members with joint or multiple appointments shall declare, at the beginning of each academic year, the ~~C~~college in which they will vote during that year.
- d. The Senate representatives shall assume their office on July 1.

- e. Each ~~C~~college shall elect one or more alternates to serve in case of the absence or disability of a Senator. The number of alternates elected from each College shall be one-half of the number of Senators to which that ~~C~~college is entitled rounded to the next highest whole number. They shall be elected by written ballot for a one-year term. If more than one alternate is elected, the alternates shall be numerically listed according to votes. The alternate for the Graduate College shall be elected to a one-year term from the membership of the Graduate Council.

### Section 3. Replacement of Senate Members.

- a. The ~~representative F~~faculty group of each ~~C~~college may establish procedures for the recall of any Senator of that College. However, in no case can a Senator be recalled without a majority vote of the ~~General~~ Regular Faculty members of that ~~C~~college.
- b. Should a Senator be unable to fulfill the duties of that office for any reason, that name ~~he~~ may be removed from the rolls upon written request to the Senate Secretary from that Senator or from the ~~representative F~~faculty group of the represented ~~C~~college ~~to the Senate Secretary.~~
- c. In the event of the removal of a Senator from the rolls for any reason, the First Alternate will fill that position for the remainder of the academic year. At the next ~~C~~college election, a Senator will be elected to fill the unexpired term.
- d. In the event there is no alternate to complete the unexpired term, the ~~representative F~~faculty group of the ~~C~~college will be asked to fill the vacancy. The procedure by which the vacancy is filled is determined by each ~~C~~college.

### Section 4. Officers

~~The Officers of the Faculty Senate shall be the Officers of the General Faculty.~~ The Officers shall be: Chairman, Chairman-Elect, Secretary, and Secretary-Elect, and such other officers as are provided for in the ~~Bylaws~~ Charter.

### Section 5. Powers.

- a. The Faculty Senate shall exercise the governance of powers of the ~~General~~ Regular Faculty of the Health Sciences Center as delegated by the ~~General~~ Regular Faculty.
- b. The Faculty Senate shall conduct the affairs of the ~~General~~ Regular Faculty between the latter's meetings, make recommendations to the ~~General~~ Regular

Faculty, and perform such other duties as are specified in the Charter and Operating Procedures ~~or Bylaws,~~ and/or are necessary to achieve the ~~objects~~ objectives of the ~~General~~ Regular Faculty.

- c. Any member of the ~~General~~ Regular Faculty may bring matters relating to the governance before the ~~General~~ Regular Faculty or the Faculty Senate by written request.
- d. The Faculty Senate shall determine its own rules, procedures, times and place of meetings and regulations governing its internal affairs.
- e. The Faculty Senate shall publish ~~it~~ a Charter as well as Operating Procedures ~~and Bylaws.~~

#### Section 6. Meetings.

- a. The Faculty Senate shall meet at least ~~three~~ nine (9) times a year and at other times as necessary.
- b.        The Faculty Senate shall report significant Senate activities to the Regular Faculty in the spring Annual Meeting of the Regular Faculty.

#### ~~Section 7. Dues.~~

~~Dues may be requested of the members of the General Faculty by a vote of the Senate with the concurrence of a majority of faculty voting in the individual Colleges. The Senate shall not initiate such a process more than once in any one year. All Senate funds shall be deposited in the University's Special Agency Account credited to the Senate and expended upon the signature of the Chairman and the Chairman-Elect.~~

### ARTICLE VIII

#### COMMITTEES

##### Section 1. Standing and Special Committees:

~~There shall be such~~ Standing or special committees as of the ~~General~~ Regular Faculty and/or Faculty Senate shall be established as deemed necessary to facilitate faculty governance. ~~from time to time, deem necessary to carry on the work of the General Faculty.~~

##### Section 2. Committee Membership:

- a. The ~~Chairman~~Chair of the ~~General~~Regular Faculty shall be an ex-officio member of any and all ~~standing and special~~ ~~the committees~~ with ~~vote~~voting privileges.
- b. All members of the ~~General~~Regular Faculty are eligible to serve on special or standing committees, provided, ~~however,~~ that the membership is ~~proportioned~~ proportional among the colleges in roughly the same ratio as are seats in the Senate.
- c. The Health Sciences Center Student Association ~~shall~~may be invited to nominate ~~one~~a student to serve on ~~each~~selected Senate ~~C~~committees.~~—except the Committee on Committees and Bylaws Committee. Student representatives on Committees shall serve with vote.~~

## ARTICLE IX

### LIAISON WITH THE HEALTH SCIENCES CENTER SENIOR VICE PRESIDENT AND PROVOST

#### Section 1. Function:

\_\_\_\_\_ The Faculty Senate shall serve as an advisory body to the Senior Vice President and Provost of ~~for~~the Health Sciences Center and other administrative officers of the University in relation to matters of interest and importance to the ~~F~~faculty ~~Health Sciences Center. These areas include teaching and curriculum, research, health sciences and public service, libraries, budgetary planning, faculty personnel, intra-Center relations, interrelations between health delivery centers in the community, Center operations, and Center projects.~~

#### Section 2. Faculty Assistance to Administration:

\_\_\_\_\_ At the beginning of each academic year, the Faculty Senate shall provide to the Senior Vice President and Provost ~~for~~of the Health Sciences Center a list of nominees who are willing and able to serve during the ~~ensuring~~ensuing year on ~~the~~Health Sciences Center committees or councils. The Senior Vice President and Provost shall recommend the nominations to the President, ~~of the University~~ who, ~~if he/she approves,~~ shall make the appointments.

#### Section 3. State of the Health Sciences Center Message:

\_\_\_\_\_ At the first meeting of the ~~General~~Regular Faculty each academic year, the President ~~of the University~~ and the Senior Vice President and Provost of the Health Sciences Center shall be invited to orally present to the ~~General~~Regular Faculty of the Health Sciences Center a

statement on the State of the Health Sciences Center and ~~his (their)~~ recommendations for furthering the ~~furtherance of~~ progress of the Health Sciences Center.

#### Section 4. Disposition of Requests for Action.

\_\_\_\_ Requests from the Faculty Senate for action by the Administration ~~of~~ or by the University Board of Regents shall be directed to the President-Senior Vice President and Provost of the University through the Provost for the Health Sciences Center who will then forward these requests to the President ~~of the University~~. The Senior Vice President and Provost for of the Health Sciences Center ~~as well as the Faculty Senate shall~~, within thirty ~~(30)~~ calendar days, report in writing ~~their~~ to the Faculty Senate the disposition of any request for action or information received ~~from the other party(ies)~~. The reports shall include the rationale for actions taken or not taken.

### ARTICLE X

#### ~~INTER~~-SENATE LIAISON COMMITTEE

##### Section 1. Purpose.

\_\_\_\_ The purpose of the ~~Inter~~-Senate Liaison Committee shall be to routinely facilitate the exchange of information between the ~~OUHSC-Health Sciences Center Faculty Senates~~, the University President, and the Norman Campus Faculty Senate. ~~on the Health Sciences Center and Norman campuses on concerns and actions of mutual interest, and to recommend actions of the respective bodies on either campus.~~

##### Section 2. Composition.

\_\_\_\_ The ~~Inter~~-Senate Liaison Committee shall be composed of the Chair~~man~~, Chair~~man~~-Elect, and the Secretary of the Senate. ~~on each campus.~~

##### Section 3. Meetings.

\_\_\_\_ ~~The respective chairmen of the two Faculty senates shall arrange for meetings of the Inter-Senate Liaison Committee.~~

- a. The Committee will meet as often as necessary with the University President and representatives of the Norman Campus Senate to achieve the Committee purpose as set out in Article X, Section 1 above
- b. The Committee will report activities and progress routinely to the Senate

ARTICLE XI

## PARLIAMENTARY AUTHORITY

\_\_\_\_\_The rules contained in the current edition of Robert's Rules of Order Newly Revised, shall govern the ~~General~~ Regular Faculty and the Faculty Senate in all cases to which they are applicable and in which they are not inconsistent with this Charter and any special rules of order which the ~~General~~ Regular Faculty may adopt.

## ARTICLE XII

## AMENDMENT OF THE CHARTER

Section 1. Amending.

This Charter may be amended from time to time in any particular ~~with the following:~~ as follows:

- a. Amendments of this Charter and ensuing Rules and Operating Procedures may be proposed at any regular or special meeting of the Faculty Senate.
- b. Amendments must be approved by a two-thirds ~~(2/3)~~ vote of the Faculty Senate voting by mail ballot.
- c. Amendments shall be submitted to each Faculty Senate member for vote at least fifteen ~~(15)~~ days prior to tabulation of ballots.

Section 2. Effective Date.

\_\_\_\_\_Amendments shall be effective immediately ~~after~~ upon approval by the ~~University of Oklahoma University of Oklahoma~~ Board of Regents.

## ARTICLE XIII

## ADOPTION

\_\_\_\_\_This Charter shall ~~become~~ be effective ~~when it has been~~ once approved by a majority of the Regular Faculty in each ~~of the C~~ colleges of the Health Sciences Center and approved by the Board of Regents, signed by the of the President of the Board of Regents, and sealed by the Executive Secretary of the Board of Regents.



This Charter shall become effective when it has been approved by a majority of the faculty in each of the colleges of the Health Sciences Center and approved by the Board of Regents, signed by the Chairman of the Board and sealed by the Executive Secretary of the Board of Regents. (RM, 9-5-74, pp. 13160-13167; amended, RM, 2-12-76, p. 13733; 4-14-77, pp. 14365-66; 6-15-78, pp. 15049-50; 4-12-79, pp. 15483-84; 7-22-82, p. 17112; 7-14-83, pp. 17600-01; 7-11-84, pp. 18031-32; revised and approved 9/5/02) (end HSC text)

## 2.10.2—PROFESSIONAL PRACTICE PLANS

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policy pertaining to the Professional Practice Plans of the various Health Sciences Center Colleges. The specific provisions proscribing these plans are set forth in the Faculty Handbook of the Health Sciences Center as approved by the Board of Regents. Any modification to a Regents policy in a Faculty Handbook must be made through action of the Board of Regents~~

The policies for operation and governance of the professional practice plans of the various Health Sciences Center colleges are printed in full in appendices of the HSC Health Sciences Center Faculty Handbook.

## 2.10.3—COLLEGE OF MEDICINE

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**ADMISSIONS BOARD, COLLEGE OF MEDICINE**


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The Admissions Board of the College of Medicine shall be composed as follows:

- 10 members of the full-time faculty
- 10 members of the volunteer faculty
- 10 members of the student body of the College of Medicine

~~24~~ Twenty-four members selected from throughout the Sstate, to include four physicians from each of the six congressional districts in the Sstate 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. (RM, 5-8-75, pp. 13427-28)

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**NON-RESIDENT STUDENTS, COLLEGE OF MEDICINE**


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Within the total class enrollment limits set by the Oklahoma State Regents for Higher Education, the colleges of medicine may admit up to 15% or 20 (whichever is larger) out-of-state students per year. Approved by Oklahoma State Regents for Higher Education, June 26, 1989. (RM, 7-20-89, p. 21277)

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**SITE OF PRACTICE POLICY , COLLEGE OF MEDICINE**

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The purpose of the Site of Practice Policy is to concentrate ongoing patient care by the full-time faculty of the College of Medicine in those hospitals and other practice sites in which the major teaching and research programs of the College of Medicine are based. The patient care activities of the faculty may occur in any of the health care entities which comprise the Oklahoma Health Center in Oklahoma City, the Tulsa Medical Education Foundation hospitals in Tulsa, and University-owned or operated practice sites under the organizational structure of University Health Partners which support the academic programs of the College and which can provide the technical environment necessary for modern, high-grade medical care and teaching.

With the negotiation of the Joint Operating Agreement between the University Hospitals Authority and HCA Health Services of Oklahoma, Inc., there is a need to consolidate efforts, activities, and programs among the entities of the Oklahoma Health Center. The advent of Managed Care has also created a need for more flexibility in practice sites to include ensured access to patients for ~~OHU~~ University medical students, interns, and residents.

With the approval of the College of Medicine ~~d~~Dean, full-time faculty members shall be permitted to act in a professional capacity in specific instances not covered above. These situations shall be reported to the Board of Regents annually. The academic program shall take precedence over other responsibilities assumed by full-time faculty members.

As a condition of employment, faculty members who are employed by the University may not render patient care on a continuing basis except in those hospitals and teaching sites specifically authorized for such continuing patient care by the Board of Regents. (RM, 9-89, p.21311; 12-14-91, p. 22704; 9-13-94, p. 23997; 5-7-99, p. 26372)

## SECTION 3 – GENERAL POLICIES ~~3.1—~~ ~~PERSONNEL POLICIES~~

The Board of Regents is constitutionally vested with the governance of the University. Within its authority is the governance of all general policy matters, including without limitation, staff personnel appointments, evaluations and appeals, retirement, leaves of absence, outside employment, intellectual property, compliance program, equal opportunity, and grievance procedures for discrimination and harassment. Specific provisions pertaining to general policies for the University may be set forth in the Faculty and Staff Handbooks, student handbooks such as the Student Code of Responsibilities and Conduct for the Norman Campus, and/or other official policy documents of the respective campuses. Any modification to a Board of Regents policy in the policy documents referred to above or elsewhere must be made through action of the Board of Regents.

### 3.1—PERSONNEL POLICIES

#### 3.1.1—PERSONNEL ACTIONS

The President ~~of the University~~ or the President's authorized designees ~~are~~ is authorized to approve the appointment of and fix the salary and terms of office of the following categories of personnel within funds available in the budgets approved by the Board of Regents (including reserve for contingencies) or within grant funds received by the University.

- Appointments, salaries, and other changes for members of the faculty who are (a) not ~~(a)~~ tenured, ~~or~~ <sup>‡</sup>(b) not eligible for tenure or consecutive term, whether part-time or full-time, unless full-time equivalent salary for the academic year will be \$60,000 or more.
- Part-time graduate assistants, teaching assistants, research assistants, and consultants.
- Appointments, salaries, and other changes, including leaves of absence, for all members of the faculty and staff for terms of three months or less.
- Changes in title for tenured or tenure-eligible members of the faculty not involving a change in rank or salary.
- Appointments of part-time instructors for terms of less than one semester during the regular academic year.

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<sup>‡</sup>Add “or”?

- Personnel in the administrative staff, managerial staff, professional staff, administrative officer, and executive officer classifications unless the full-time equivalent annual salary will be \$60,000 or more. Mid-year salary increases, other than for a promotion or completion of a probationary period, for monthly salaried staff at any level are excluded from this authorization.
- Service and Operations staff and supervisory staff.

(RM, 12-13-73, pp. 12641-42; amended 9-2-76, p. 14140; 2-8-79, pp. 15377-78; 3-8-90, p. 21623; 10-19-99, p. 26691; 3-29-00, p. 26909)

## 3.1.2—CONTRIBUTIONS TO FRINGE BENEFITS PROGRAMS

*(This section under consideration for possible deletion)*

The University's contribution to the Oklahoma Teachers' Retirement System and/or other charges for any other fringe benefit program for those individuals paid from other than Educational and General sources shall be charged to the source or sources of pay on a pro rata basis except where expressly forbidden by the source. (RM, 7-27-67, p. 9021)

## 3.1.3—PAYROLL DEDUCTIONS

The Board of Regents authorized ~~s~~ (1) current withholding from the compensation for an employee's services, with the consent of the employee, amounts necessary for participation in various programs, and (2) the President ~~of the University~~ to approve future deductions which appear to be in the best interests of the University and its employees. (RM, 9-1-83, pp. 17634-5, edited)

3.1.4—EMPLOYMENT BENEFITS FOR ~~PART-TIME-ELIGIBLE~~ EMPLOYEES

The University makes insurance available for employees under a flexible benefits plan, Sooner Options. Health, dental, group term life, accidental death and dismemberment, and long-term disability insurance are offered under Sooner Options. Dependent life and dependent accidental death and dismemberment insurance are also available. To be eligible to participate in Sooner Options, an employee must have at least a 50 percent FTE (full-time equivalent) continuous appointment ~~expected to last~~ing a semester or more ~~for faculty and six months for staff~~. ~~These individuals are eligible for coverage from the first day of employment.~~ Eligible employees are provided Sooner Credits in proportion to the FTE ~~at the 50 %, 75%, or 100% level.~~ Sooner Credits represent the money the University pays for each employee's health, dental, group term life, and accidental death and dismemberment insurance. Under Sooner Options, ~~this an-The University amount of money which is determined~~s annually ~~an amount of money to by the University, is provided~~ to the employee~~s~~ to spend on ~~benefit coverages and the amount that will be paid if the employee declines coverage. or take as cash fitting their needs.~~

Premiums for dependent health, dental, life, and accidental death and dismemberment insurance must be paid by the employee. Also available on an optional basis, with the employee paying the premium, ~~is additional life, accidental death and dismemberment, vision coverage, long-term care,~~ and long-term disability insurance on the employee.

Workers' Compensation insurance is provided for all employees irrespective of employment status. Unemployment Compensation is provided for all employees except students. (RM, 12-8-77, p. 14733; amended 7-19-78, pp. 15108-9; 12-14-91, p. 22706)

## 3.1.5—RESIGNATIONS

Resignations shall be effective on the last day of service of the employee, and an employee shall not be paid for a holiday if the last day of service was prior to the holiday period. (RM, 1-17-57, p. 5565, edited; 3-29-00, p. 26909)

## 3.1.6—LEAVES OF ABSENCE

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**ADMINISTRATIVE**


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An administrative leave with pay ~~is sometimes may be~~ given when it is determined to be in the University's best interest that an employee not return to work for a specified period of time, or for designated emergency closings of the University. Recommendations for administrative leave must be submitted to the President or his designee for approval. (RM, 7-23-87, pp. 19828-29)

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**MILITARY**


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The University's policy on military leave of absence is administered in accordance with federal and state law. (RM, 3-9-72, p. 11380)

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**LEAVE OF ABSENCE WITHOUT PAY**


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Leaves of absence without pay may be granted for a period usually not exceeding one year to members of the faculty and other employees for purposes deemed to be in the interests of the University. Leaves without pay should be infrequent and should be approved only after careful consideration by department heads and college deans. Recurring requests for leaves of absence without pay should not be approved without strong justification, particularly when they are in consecutive years.

Application for a leave of absence should be submitted to the department chair or director, who will forward it with recommendation to the college dean<sup>2</sup> by February 1 for leaves beginning in the following academic year or later and no later than July 15 for leaves beginning the following spring semester. After recommending approval or disapproval, the dean will forward ~~it~~ the application to the Senior Vice President and Provost. The Senior Vice President and Provost will recommend to the President, who will make recommendations to the Board of Regents for final action for the April and September meetings, respectively. The President may approve exceptions to these deadlines, provided that it appears to be in the best interests of the University.

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<sup>2</sup> This paragraph seems to apply only to faculty. Same chain of approval for staff?

The application will be in the form of a letter of request with specific justification for the absence from ~~the University of Oklahoma~~ and will include, for example, the following information:

- Sabbatical or other leaves the faculty has taken in the past six years, their dates and purposes.
- The purposes of the proposed leave.
- The contribution of the leave to the realization of the person's/faculty member's goals and those of the University in research, teaching, or service.
- The arrangements to be made by the department to handle the courses that normally would be taught by the faculty member who is proposing to go on leave. The application should be specific and list the affected courses or other work and the arrangements that have been made for these courses and work.

Requests for extension must contain updated information about the above items and will be subject to the same approval procedure as an initial leave.

Time spent on leave of absence without pay will not count toward a probationary period for tenure or for eligibility for sabbatical leave.

University contributions to the Defined Contributions Plan, AD & D, and group life and medical and dental insurance will not be made during a leave of absence without pay. Persons on such leave without pay may pay for their own contributions to the plans, except to the Defined Contribution Plan. (RM, 11-12-43, p. 1475; 1-24-95, p. 24220)



**PAID LEAVE AND ~~SHORT TERM DISABILITY POLICY~~ EXTENDED SICK LEAVE**

Paid leave benefits are available to staff and twelve-month faculty who hold continuous appointments. Employees on limited appointments and student employees are not eligible for paid leave time. Paid leave time may be used for vacation, ~~personal~~ illness, ~~funeral attendance~~, ~~illness of a family member~~ or other personal business. Monthly ~~paid~~ employees working at least half-time but less than full-time will receive paid leave accrual ~~in proportion to based on~~ their FTE appointment. ~~Details about accrual of paid sick leave for eligible part-time benefits-eligible employees on each campus are available from the Office of Human Resources.~~ Employees on the hourly payroll (Norman Campus only) receive ~~paid~~ leave accrual on the basis of the number of hours paid. ~~Employees working at least half-time but less than full-time will accrue paid leave benefits on a pro-rata basis. The 40-hour work week will be the basis for the pro-rata computations. Employees will not accrue additional paid leave while using extended sick leave.~~ Earned paid leave time is accrued on a monthly basis according to the schedule below:

<b>Employment Category</b>	<b>Maximum Years of Service</b>	<b>Monthly Accrual Hours<sup>3</sup> Annual Accrual</b>	<b>Annual Maximum Accrual Allowance</b>
Executive Officers	22	33 days (264 hrs)	42 days (336 hrs)
Administrative Officers & 12 month faculty, each yr.	22	33 days (264 hrs)	42 days (336 hrs.)
9-month staff*, <sup>4</sup> each year	8	<u>12 days</u> (96 hrs)	<del>12</del> <u>42 days</u> ( <del>96</del> <u>336</u> hrs)
1 <sup>st</sup> -5 <sup>th</sup> yr. Staff	18	27 days (216 hrs)	<del>30</del> <u>42 days</u> ( <del>240</del> <u>336</u> hrs)
6 <sup>th</sup> -10 <sup>th</sup> yr.	20	30 days (240 hrs)	<del>36</del> <u>42 days</u> ( <del>288</del> <u>336</u> hrs)

<sup>3</sup> ~~33 days a month? Need to revise heading?~~

\* Accrual rate is less since vacation policy does not apply to 9-month staff.

<sup>4</sup> ~~What about 10-month faculty?~~

11<sup>th</sup> yr. &  
thereafter

22

33 days  
(264 hrs)

42 days  
(336 hrs)

Paid leave time can be accrued up to the maximum allowance listed above. Time accrued beyond the maximum allowance will be deposited in ~~a short-term disability~~ the employee's extended sick leave account. There is no maximum on the accrual of ~~short-term disability extended sick leave~~. An employee may transfer accrued paid leave time to the ~~short-term disability extended sick leave~~ account. Time deposited in the ~~short-term disability extended sick leave~~ account may not be transferred back to the paid leave time accrual. Extended sick leave can be used for extended personal illness requiring more than seven days.

Time away from work because of vacation, illness of a family member, funeral attendance, or other personal business is to be reported as paid leave time taken. Absence due to personal illness is to be reported as paid leave time taken for the first seven days per incident. When there is no accrued time in the paid leave time account, the first seven days per incident of illness must be leave without pay. Absence due to personal illness beyond seven continuous working days will be deducted from the ~~short-term disability extended sick leave~~ account as long as accrued time is available. When there is no accrued time in the ~~short-term disability extended sick leave~~ account, absence due to personal illness will be deducted from paid leave time. Scheduled paid leave time taken will be considered as time worked for the purpose of compliance with the University overtime policy. Unscheduled paid leave time taken and ~~short-term disability extended sick leave~~ time taken will not be considered as time worked for overtime purposes.

An employee returning to work part time following a ~~short-term disability extended sick leave~~ may continue to draw from the ~~short-term disability extended sick leave~~ account for the time not worked until a full release is given by the physician. Recurrence of the same illness within 30 days of returning to work from a ~~short-term disability extended sick leave~~ may be considered a continuation of the incident and charged to ~~short-term disability extended sick leave~~.

Absences due to personal illness should be reported on the monthly payroll certification or hourly time records. A Personnel Action ~~f~~Form changing the employee's status to ~~short-term disability extended sick leave~~ must be processed before any absence may be deducted from the ~~short-term disability extended sick leave~~ account. The University will require acceptable medical documentation of illness or disability before allowing any charges to ~~short-term disability extended sick~~ leave benefits whatsoever.

Leave for personal illness should be taken in the following order: seven days of paid leave time, ~~short-term disability extended sick~~ leave, compensatory leave (available for non-exempt staff)<sup>5</sup>, remaining paid leave time, leave without pay. Duration of the disability is to be medically determined. No supervisor should compel an employee to return to work without a medical release. Pregnancy is to be treated as any other ~~short-term disability extended sick leave~~. An employee may continue normal duties through pregnancy or use available leave while unable to perform regular duties. Employees who utilize leave for pregnancy shall suffer no penalty, retaliation, or other discrimination.

Vacation time is to be taken from paid leave time. Authorized holidays falling within an employee's vacation period will not be counted as vacation time. Paid leave time may not be used for vacation within the first six months of employment. Use of paid leave time for other than

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<sup>5</sup> Where is this defined?

personal illness or emergency must be scheduled in advance with supervisory approval. Employees must comply with departmental policies for reporting absences and approving time off work. Whenever possible, the University will grant earned paid time off at the convenience of the employee. ~~However, subject to departmental needs, must be met.~~

Cash payment to an employee in lieu of paid leave time will not be permitted except upon termination. No cash payment will be made for time accrued in the ~~short-term disability extended sick leave~~ account. Nine-month employees will not receive cash payment for accrued paid leave time. Twelve-month employees terminating their employment under satisfactory conditions and who have been employed by the University more than six months in a benefits-eligible position will be paid for paid leave time which they have accrued, not to exceed the amount of their annual accrual. Terminal pay will not include credit for University-recognized holidays falling within the terminal pay period. The budget head may recommend that terminal pay be denied to an employee discharged for serious cause. Retiring employees or the beneficiaries of deceased employees will be paid for accrued paid leave time up to the maximum accrual allowance and will receive pay for holidays falling within the terminal pay period.

Employees appointed to grants and contracts accounts are expected to use all earned paid leave time during the specified period of their appointment unless the grant or contract contains a separate account with sufficient funds to pay for accumulated leave time upon termination or the department to which the employee is transferring is willing to accept it. If such funds are not available, paid leave time must be transferred into the ~~short-term disability extended sick leave~~ account at the time the employee terminates or the grant or contract is discontinued. Twelve-month employees changing to a nine-month appointment must transfer all accrued paid leave time in excess of 12 days into the ~~short-term disability extended sick leave~~ account. (RM, 4-4-91, p. 22299; 6-19-96, p. 24943; 3-29-00, p. 26909)

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~~SHORT-TERM DISABILITY-EXTENDED SICK LEAVE~~ POLICY FOR NINE- AND TEN-  
MONTH FACULTY <sup>6</sup>

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The following ~~short-term disability extended sick leave~~ benefits are available to full-time faculty members with the rank of instructor or above who hold nine-month ~~or ten-month~~ continuous appointments on the Norman and Health Sciences Center campuses. Benefits for 12-month faculty are addressed in the University's Paid Leave and ~~Short-Term Disability-Extended Sick Leave~~ Policy.

Full-time, ~~and nine-month~~ faculty with the rank of instructor or above will accrue 12 days of ~~short-term disability extended sick~~ leave per year. Such faculty members working at least half-time (.50 FTE) but less than full-time (1.0 FTE) will receive leave accrual based on their FTE. ~~in proportion to their FTE appointment; otherwise, the requirements under the Unpaid Leave and Extended Sick Leave policy apply.~~ Any unused portion of a faculty member's accrued annual ~~short-term disability extended sick~~ leave will be deposited into the ~~short-term disability extended sick leave~~ account. There is no maximum on the accrual of ~~short-term disability extended sick leave~~. No cash payment will be made for any time accrued.

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<sup>6</sup> Redundant—this is covered in previous section.

~~All short term disability leave must be reported and charged to the short term disability account. Any leave greater than seven days requires a Personnel Action Form changing the faculty member's status to short term disability. The University will require acceptable medical documentation of illness or disability before allowing any charges to short term disability leave benefits.~~

~~A full time faculty member returning to work part time following a short term disability may continue to draw from the short term disability account for the time not worked until a full release is given by his/her physician. Recurrence of the same illness within 30 days of returning to work from a short term disability may be considered a continuation of the incident and charged to short term disability.~~

~~Duration of a disability is to be medically determined. No supervisor shall compel an employee to return to work without a medical release. Pregnancy is to be treated as any other short term disability. A faculty member may continue normal duties through pregnancy or use available leave while unable to perform regular duties. Faculty members who utilize leave for pregnancy shall suffer no penalty, retaliation, or other discrimination. (RM, 4-4-91, p. 22303; 6-19-96, p. 24943)~~

### 3.1.7—FINANCIAL CONFLICTS OF FINANCIAL INTEREST—NORMAN CAMPUS

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#### I. PURPOSE OF POLICY

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This policy addresses situations where there might be a potential financial conflict between a particular outside interest of a faculty or staff employee and the obligation that the employee owes to the University, such that an employee's profit or advantage may come, or reasonably appear to come, at the expense of the well-being of the University.

The purpose of this policy is to aid in identifying apparent, actual, and potential financial conflicts of interest and assuring that such conflicts do not improperly affect the activities or professional conduct of the University ~~universities~~ or ~~its their~~ employees. For purposes of this policy, the term University shall refer to the Norman Campus ~~of The University of Oklahoma~~ only.

It is not the intent of this policy to restrict legitimate work appropriate to the employee's profession or discipline, but only to provide the University with authority to take action that is appropriate, proportionate, and focused on substantial financial conflicts of interest that compromise an employee's professional judgment.

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#### II. STATEMENT OF GENERAL POLICY

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The University ~~of Oklahoma~~ is a public institution committed to the mission of teaching, research and creative/scholarly activity, and ~~community service~~ professional and University service and public outreach. To these ends, the ~~institution~~ University balances an assortment of principles: maintaining an atmosphere that promotes free and open scholarly inquiry; facilitating

the transfer of information and technology for the benefit of the public; and serving as a prudent steward of public and private resources entrusted to it. Faculty and staff have a primary commitment to their basic ~~u~~University duties of teaching, research and creative/scholarly activity, and professional and University service and public ~~outreach-service~~. These basic duties often limit outside activities. As a result, professional and personal activities may present financial conflict of interest situations which should be evaluated under the auspices of this and other applicable University policies.

~~Faculty-Employee~~ participation in outside professional, commercial, and *pro bono publico* activities can make important direct and indirect contributions to the strength and vitality of the University. Through participation in such activities, ~~faculty or staff~~ employees may add to knowledge and understanding that is relevant and useful to teaching and research within the University, develop sources of funding and support for activities carried out in the University, and establish relationships valuable to the University. Because of its value to the University, its rewards for individual ~~faculty employees~~, and its contributions to the larger society of which the University is a part, the University recognizes that employee participation in outside professional, commercial, or *pro bono publico* activities is often appropriate.

Sound professional discretion is an integral part of the University's financial conflict of interest system. Any review of a potential financial conflict of interest will be undertaken in light of four general propositions.

First, financial conflicts of interest per se are inevitable, and do not necessarily represent any impropriety by ~~faculty or staff~~ employees if disclosed in advance. Second, the failure to disclose a financial conflict of interest for administrative review and response would be a serious mistake for any ~~faculty or staff~~ employee, and may be a breach of this policy. Third, there is a presumption in favor of allowing ~~faculty or staff~~ employees to act in dual roles once the conflict of interest has been disclosed (prior written approval is required in cases of potential conflicts involving federal grants or contracts); ~~See sections V(A) V(B)(1) and V.(G) below~~. Fourth, conflicts of interest may be so profound or substantial ~~under some circumstances~~ that it would be best for all concerned if the ~~faculty or staff~~ employee did not participate in a particular transaction.

It is not possible to completely eliminate the potential for financial conflict of interest because there are certain rewards and incentives that are inherent or appropriate in the structure of a ~~u~~University enterprise. Such conflicts become detrimental when the potential temptations, financial or otherwise, undermine reasonable objectivity in the design, interpretation, and publication of research; setting University policies; managing contracts; selecting equipment and supplies; involving students in sponsored projects; or performing other roles in ~~u~~University governance in which objectivity and integrity are paramount. Furthermore, since allegations of financial conflicts of interest based on appearances can undermine public trust in ways that may not be adequately restored even when mitigating facts are brought to light, apparent financial conflicts should be avoided, when feasible and appropriate.

Other sections of this ~~P~~policy notwithstanding, it is the ongoing responsibility of the employee to abide by the provisions of all other applicable federal, state, and University's laws and policies relating to financial conflicts of interest; to identify potential financial conflicts of interest; and to disclose and seek guidance on such matters from the appropriate vice president.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all policies related to Conflicts of Financial Interest. The specific provisions proscribing conflicts of financial interest are set forth in the Faculty Handbooks and Staff Handbook of the respective campuses of the University of Oklahoma as approved by the Board of Regents. Any modification to a Regent's policy in these handbooks must be made through action of the Board of Regents. (The text below appears in the Norman Campus Faculty handbook.)~~

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### III. WHEN IS THERE A FINANCIAL CONFLICT OF FINANCIAL INTEREST?

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~~(The text below appears in the Norman Campus Faculty Handbook)~~

~~A financial conflict of ~~financial~~ interest exists when a Significant Financial Interest could substantially compromise an employee's judgment in the performance of University duties.~~

~~Faculty and staff Employees are responsible for disclosing those Significant Financial Interests that would reasonably appear to be affected by or to affect their University duties. However, it is the responsibility of the University, not the discloser, to determine if the disclosed interests could significantly affect the performance of University responsibilities and to require the management, reduction, or elimination of the financial conflict.~~

~~This policy does not address conflict of commitment, which is the subject of other provisions of the faculty and staff handbooks. (See, especially, Faculty Handbook sections 3.6 et seq., 3.8.2, and 4.20.2). Such conflicts may be addressed by additional policies in the future.~~

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### IV. DEFINITIONS

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#### APPROPRIATE VICE PRESIDENT:

~~The appropriate vice president giving oversight of the management protocols depends on the activity generating the potential conflict of interest. If the employee activity is a research activity, the vice president for research will provide oversight, regardless of where the individual is employed within the University. If the activity is not research-related, the vice president in whom authority resides over the particular unit in which the individual is employed will provide oversight.~~

#### COMPENSATION:

~~All remuneration or other things of value received in payment for services rendered is considered to be compensation. This can include salary or other forms of payment including gifts, stocks, or other items of significant financial value.~~

#### EMPLOYEE:

~~Any person possessing either a full-time or part-time faculty or staff appointment at the University who is eligible to receive benefits and receives a salary or wage for his/ or her defined responsibilities. This definition does not include temporary employees appointed ~~(30-90)~~ ninety days or less or a member of the Board of Regents of The University of Oklahoma and Cameron University. For application of this policy, this definition may include students, both graduate and~~

undergraduate, who work on a grant or contract and have responsibility, in whole or in part, for the reporting of research.

**FAMILY:**

An employee's spouse and dependent children.

**SERIOUS BREACH:**

A serious breach of this policy is a failure to disclose or commit a prohibited action in conscious disregard of this policy. Conscious disregard is a mental state embracing: ~~either~~

- intent to deceive, manipulate, or defraud;
- guilty knowledge; or
- moral awareness that the alleged conduct violated the policy.

**SIGNIFICANT FINANCIAL INTEREST:**

Anything of monetary value, including, but not limited to, salary or other payment for services (~~e.g., e.g.,~~ consulting fees or honoraria); equity interests (~~e.g., e.g.,~~ stocks, stock options, or other ownership interests); and intellectual property rights (e.g., patents, copyrights, and royalties from such rights).

The term does not include:

- 1) salary, royalties, or other remuneration from ~~T~~the University of Oklahoma;
- 2) income from seminars, lectures, or teaching engagements sponsored by public or nonprofit entities;
- 3) income from service on advisory committees or review panels for public or nonprofit entities;
- 4) an equity interest that, when aggregated for the employee and the employee's spouse and dependent children, meets all of the following tests:
  - a) Does not exceed ten thousand dollars (\$10,000.00) in value as determined through reference to public prices or other reasonable measures of fair market value;
  - b) does not represent a five percent (5%) or more ownership interest in any single entity; and
  - c) did not yield dividends of one thousand dollars (\$1,000.00) or more during the preceding calendar year; or



- 5) salary, royalties, or other payments that, when aggregated for the employee and the employee's spouse and dependent children over the ~~next following~~ twelve months, are not reasonably expected to exceed ten thousand dollars (\$10,000.00).

Potential equity value should be considered in those instances where the employee has an equity interest in a privately-held company and the potential exists for bias in design, conduct, or reporting of research based on future financial benefit; the true value of that interest may not be known until the ~~firm company~~ goes public, but the ~~faculty or staff~~ employee should make a reasonable assessment of the future market value of the equity.

Regardless of the above minimum requirements, ~~a faculty or staff member~~ an employee, in his or her own best interest, is encouraged to disclose any other financial or related interest that could present an actual financial conflict of interest or be perceived to present such a conflict of interest. Disclosure is a key factor in protecting one's reputation and career from potentially embarrassing or harmful allegations of inappropriate behavior. ~~(faculty or staff e~~ Employees are encouraged to ask for guidance from their department chair or dean or the Senior Vice President and Provost's Office, even in situations that are not covered by the disclosure procedures in this policy.)

#### UNIVERSITY RESOURCES:

All University facilities, personnel, equipment, property, materials, or proprietary information constitute University resources.

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## V. POLICIES & PROCEDURES FOR DISCLOSURE, REVIEW, AND MANAGEMENT OF POTENTIAL FINANCIAL CONFLICTS OF INTEREST

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### A. DISCLOSURE

Every employee of the University shall make annual disclosure of any significant financial interest(s), as defined in Section IV of this policy, that would reasonably appear to be a financial conflict of interest. This disclosure shall be made in writing to the appropriate ~~V~~ice ~~P~~resident. The vice president may consult with advisory personnel, groups, or committees appointed for that purpose pursuant to policies and procedures established by the University or with others in connection with the review and, upon completion, shall advise the employee in writing of his or her decision, and the reasons for the decision, to accept (with or without modifications), return for more information, or reject the recommendations<sup>7</sup>. If accepted, the notification shall include, among other things, requirements for immediate action and plans for continued monitoring of the potential or actual financial conflict.

Employees shall provide at least ten ~~(10)~~ working days for review of their disclosure prior to making any commitment that could reasonably lead to a financial conflict. However, in the event that ~~the ten (10) ten-working~~ working day time period is not feasible, the employee should identify the need for expedited review and submit the request to the appropriate ~~V~~ice ~~P~~resident.

<sup>7</sup> Not clear whose recommendation this is or when/how it's made.

Any changes that occur in an employee's significant financial interests during the year shall be disclosed promptly and reviewed in the manner described above.

#### B. PRIOR APPROVAL.

- 1) As required by federal law and regulations, all financial disclosures must be made, and all identified financial conflicts of interest must be satisfactorily managed, reduced, or eliminated prior to the University's expenditure of funds under the award, in accordance with the ~~institution's~~ University's financial conflict of interest policy.
- 2) Although there is a presumption in favor of allowing ~~faculty or staff~~ employees to act in dual roles once a financial conflict of interest has been disclosed, an employee shall not proceed with proposed activity prior to ~~a~~University evaluation, as detailed ~~in paragraph V. (A) above.~~

#### C. EXAMPLES OF MANAGEMENT OF CONFLICTS OF INTEREST

Conditions or restrictions that might be imposed by the University to manage, reduce, or eliminate actual or potential financial conflicts of interest include but are not limited to:

- 1) public disclosure of relevant information regarding the financial conflict of interest, such as all relevant ~~s~~Significant ~~f~~Financial ~~i~~Interests;
- 2) monitoring of research by independent reviewers;
- 3) modification of the research plan, activity, or agreement to eliminate or minimize the financial conflict of interest;
- 4) designation of an appropriate ~~a~~University representative to have immediate oversight responsibility over the management plan;
- 5) divestiture of ~~s~~Significant ~~f~~Financial ~~i~~Interests;
- 6) disqualification from participation in the portion of the activity that would be affected by the ~~s~~Significant ~~f~~Financial ~~i~~Interests;
- 7) severance of the relationships that create actual or potential financial conflicts; ~~or~~
- 8) termination of student involvement in the project.

Some ~~F~~federal funding agencies permit research to proceed, in spite of disclosed conflicts, if the review determines that imposing restrictions or conditions would be either ineffective or inequitable, and that the potential negative impacts that may arise from a ~~s~~Significant ~~f~~Financial ~~i~~Interest are outweighed by interests of scientific progress, technology transfer, or the public health and welfare. However, the University is ultimately responsible for the determination of whether a research or educational project which involves a conflict should proceed.

All management plans must be focused and narrowly tailored to minimize or eliminate improper financial conflicts of interest.

#### D. REPORTS

After development of an acceptable management plan and commencement of the work, the appropriate individuals with oversight responsibility will regularly report, in writing, to the appropriate vice president on the effectiveness of the plan. The frequency of such reports shall be determined by the appropriate vice president but shall in all events be at least annually.

#### E. MODIFICATION OF MANAGEMENT PLANS

If, after sufficient experience to assess the effectiveness of the management plan and after notice to and full consultation with all appropriate parties, the appropriate vice president determines that the conflict has not been properly managed or has become unmanageable, he/she may modify the plan. If outside agencies require notification of conflict resolution and management, they will be notified in accordance with their requirements.

#### F.

~~The forms suggested for this disclosure and management process may be found in the Forms appendix to this policy.<sup>8</sup> The Senior Vice President and Provost shall provide annual notice and explanation of the forms to be used in the disclosure process for the coming year.~~

#### G.

It is understood that ~~faculty and staff~~ employees shall clearly, fully, and truthfully disclose, in writing, all activities, relationships, or interests that might present financial conflicts of interest. Nevertheless, there shall be no retrospective sanctions under this policy for the period of time after the ~~ten-ten-day~~ review period, detailed in ~~paragraph V.(A) above~~, when the appropriate vice president knew of such activities, relationships, or interests and, acting in good faith, took no action to manage, minimize, or eliminate them.

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### VI. UNIVERSITY ADMINISTRATOR RESPONSIBILITIES

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- A) Because of the special role that chair~~men~~ of departments and committees, deans of divisions and schools, the Senior Vice President and Provost, the President, and other senior academic officials play in administering the affairs of the University, it is especially important that ~~faculty or staff~~ employees serving in these administrative positions avoid involvements in outside professional or commercial activities that pose potential conflicts of interest with the fulfillment of their responsibilities to the University. The necessary involvement of these administrative officials in the appointment and promotion process, in decisions concerning students, and in the

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<sup>8</sup> ~~Where? Omit sentence?~~

supervision of other faculty requires that they be especially sensitive to potential conflicts of interest and that they uphold a particularly rigorous standard for avoiding such conflicts.

- B) The ~~A~~ppropriate ~~V~~ice ~~P~~resident should report periodically to the President, the Research Council, the Faculty Senate, the Staff Senate, and other appropriate governing bodies on the status of financial conflict of interest issues among the faculty and staff and on major issues concerning faculty and staff involvement in such activities.

## VII. PROCEDURES FOR REVIEWING ALLEGED POLICY VIOLATIONS

- A) ~~Faculty or staff~~ employees are subject to the ordinary disciplinary process of the University if they fail to fully and truthfully disclose activities or relationships that could reasonably be viewed as financial conflicts of interest situations or fail to comply with any stipulated plan for managing the disclosed conflict. They may be subject to criminal sanctions or civil liability under federal and/or state law as well.
- B) Failure to disclose known financial conflicts of interests or to follow an appropriate prescribed management plan may be a serious breach of this policy and may itself be considered ethical misconduct or professional dishonesty.
- C) University sanctions for serious breaches of this policy may include, without restriction, reprimand, restitution, loss of pay, suspension, expulsion, or dismissal. Furthermore, persons who violate this policy also may be subject to civil and criminal penalties for violations of state or federal law.
- D) Allegations against an ~~faculty or staff~~ employee for breach of this policy should be reported in a confidential writing to the Senior Vice President and Provost and, if against a staff employee, to the executive officer in whose area the alleged transgressor is employed.

## VIII. MISCELLANEOUS PROVISIONS

### A. CONFIDENTIALITY

All information disclosed by an employee for the purpose of disclosure and management, and all official records of disclosure and management, shall be considered a part of the employee's personnel file or student file and shall be deemed confidential. Any information disclosed by an employee as required by this policy shall be used solely for the purpose of administering and/or executing this policy and may not be disclosed or used for any other purpose unless required by law. Unauthorized disclosure of any such information shall be deemed to be unethical behavior and a violation of this policy and subject to appropriate disciplinary action.

The University is required to make information available, upon request, to ~~F~~federal agencies sponsoring work at the University regarding all conflicting interests associated with the funded project identified by the University and how those interests have been managed, reduced, or eliminated to protect the research from bias. The University maintains records of all financial disclosures and all actions taken by the University with respect to each conflicting interest for a reasonable period of time. For sponsored research activities, records will be retained for at least ~~179~~three years from the date submission of the final expenditures report or, where applicable, from other dates specified by requirements of the sponsoring agency. The above notwithstanding, all such records shall be retained for the period of time as may be required by law.

#### **B. RELATIONSHIP TO OTHER UNIVERSITY POLICIES**

There are a number of University policies which govern the duties and responsibilities of University employees which, while not repeated here, nevertheless may apply to conflict of interest situations. For example, University policies regarding nepotism and consensual sexual relationships also articulate important principles restricting employee conflicts of interest. ~~A listing of these policies is included as Appendix C to this Policy.~~

### C. CONFLICT OF INTEREST LAWS

In addition to this policy, the ~~s~~State has imposed laws and rules governing conflicts of interest in State employment. This ~~P~~policy overlaps with but does not supplant University employees' responsibilities under state or federal law, which in some instances will include additional, and sometimes different, prohibitions, penalties, and reporting duties. Relevant state laws/rules are available at the Office of Legal Counsel. Federal conflicts of interest laws also may be applicable to those who receive federal grants/contracts or to those employed partly by federal agencies. Further information in this regard is available at the Office of Research Administration ~~at The University of Oklahoma~~. By reference thereto, this policy includes all requirements relating to conflicts of interest to which the University and/or its employees are subject under state or federal law.

### D. FREEDOM OF EXPRESSION AND ACADEMIC FREEDOM

This policy does not purport to prohibit expressive conduct protected from severe sanctions, punishment, or other undue burdens by the Constitutions of the United States and of ~~the State of Oklahoma~~. Specifically, nothing in this policy shall be construed to authorize the University to take adverse action against any employee for consulting or outside professional activities because of the employee's viewpoint, ideology, creed, political opinion, or for any other political motivation.

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## IX. POLICY MAINTENANCE

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The ~~Senior Vice President and p~~Provost and vice presidents of each campus shall review the applications, operation, and management of this policy at least ~~as often as~~ annually, otherwise, as often as necessary to confer and formulate recommendations to the ~~p~~President ~~of the University~~ regarding revision of the policy. If an advisory group or committee has been appointed, that committee shall be included in the review process.

*~~(The current policy is effective until Dec 2003 following a Jan 2000 action. I want to remove any sunset clause—NLM)~~*

The effective period of this Policy Regarding ~~Financial~~ Conflicts of ~~Financial~~ Interest shall begin when duly approved by the Board of Regents ~~of The University of Oklahoma~~ at a regular or special meeting and shall end ~~three hundred sixty five (365) days thereafter December 31, 2006,~~ unless extended or reduced by action of the Board ~~of Regents~~ at a regular or special meeting ~~within said three hundred sixty five (365) day period.~~ (RM, 10-13-88, p. 20597; 1-16-89, p. 20834; 10-14-93, p. 23584; 9-26-95, p. 24570; 12-10-96, p. 25199; Jan 2000 p. <sup>9</sup> ?) (End Norman Campus text)

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<sup>9</sup> Page number is missing

## 3.1.8—INTELLECTUAL PROPERTIES POLICY

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**PREAMBLE**

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The people of the State of Oklahoma may reasonably expect that their investments in the University of Oklahoma will create new industry and enhance existing industry within the State and Nation. Such new industry creates greater employment opportunities for citizens of the State and the Nation and an improvement in their standard of living.

The creation and development of intellectual property at the University encourages new business and is key to creating strong University and industry partnerships. It is the responsibility of University employees to disclose intellectual property and to foster an entrepreneurial attitude within the work force by involving students in the creation of intellectual property. Intellectual property development shall be pursued in concert with, but subject to, the University's principle principal responsibilities of education and knowledge creation.

Therefore, it is in the best interest of the University to adopt a policy that encourages disclosure of discoveries and inventions and rewards such creative activity. To do so, the University policy must insure that creators of copyrightable works or trademarks and inventors a share in any financial success enjoyed by the University through the creation and commercialization of intellectual property. The basic objectives of the University's policy concerning creative works, trademarks, discoveries, and inventions (i.e., intellectual property) include the following:

- 1) To maintain the University's academic policy of encouraging research, publication, and scholarship independent of potential gain from royalties or other income.
- 2) To make patented materials created pursuant to University objectives available in the public interest under conditions that will promote their effective utilization and commercialization.
- 3) To provide adequate incentive and recognition to faculty and staff through proceeds derived from their creative works, trademarks, discoveries, and inventions.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of all intellectual properties policy and related matters. The specific provisions proscribing intellectual properties policy and related matters are set forth in the Faculty Handbook of the respective campuses of the University of Oklahoma and in the Staff Handbook as approved by the Board of Regents. The specific provisions proscribing all aspects of the policy, and structure of the program are set forth in the Faculty Handbook and Staff Handbook. Any modification to a Regent's policy in these handbooks must be made through action of the Board of Regents.~~

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**PATENTS**


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(The text below appears in the Norman Campus and Health Science Center Faculty Handbook)

**1. OWNERSHIP**

All discoveries and inventions, whether patentable or unpatentable, and including any and all patents (domestic and foreign) based thereon and applications for such patents, which are made or conceived by any member of the faculty, staff, or student body of ~~the University of Oklahoma~~, either in the course and/or scope of employment for ~~the University of Oklahoma~~ or substantially through the use of facilities or funds provided by or through the University shall be owned by and be the property of the Board of Regents ~~of the University of Oklahoma~~ except as described below. Lab notebooks, records, drawings, sketches, photographs or other images, models, biological specimens or materials, chemical samples, or any other materials needed to support the preparation, submission, prosecution, defense, or enforcement of a patent in the United States or other applicable jurisdiction, whether or not the University takes such action, shall also be owned by the Board of Regents.

Faculty<sup>+0</sup>, staff, and students having rights to discoveries/inventions prior to employment at the University of Oklahoma should notify the Office of Technology Development of such intellectual property so that ownership to any further development of that same intellectual property at the University of Oklahoma may be established, by written agreement, with the University Vice President for Technology Development. The Vice President for Technology Development shall consult with the Senior Vice President and Provost of the Health Sciences Center or his designee before entering a contract with faculty, staff, or students<sup>++</sup> at the Health Sciences Center.

In the event faculty or staff make discoveries or inventions outside the course of and/or scope of employment and using no University facilities, equipment, or supplies, or if using such reimburses the University for this use in accordance with a prior written agreement with the University; ~~and~~ in accordance with University policy, title to such discoveries or inventions shall remain in the inventor, provided the University Vice President for Technology Development determines that the discovery or invention was made under these conditions. The inventor shall nonetheless submit a disclosure form to the Office of Technology Development. This disclosure shall contain sufficient information to enable the University Vice President for Technology Development to make a determination. If confidential information is required, the University will sign a nondisclosure agreement for purposes of this review. Should the University Vice President for Technology Development determine that the University does have a proprietary interest, a more complete disclosure may be required before making a decision in regard to title, the University Vice President for Technology Development shall consult with the Senior Vice President and Provost of the Health Sciences Center when the faculty member is based at the Health Sciences Center. If it is determined that the University has an interest, the provisions of

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~~<sup>+0</sup> Staff? What about students? See above paragraph.~~

~~<sup>++</sup> Same question.~~



this policy shall then be applicable. Appeals of such determinations may be made to the Faculty Appeals Board and then to the President.

All rights in and to discoveries and inventions described ~~above in Paragraph 1.1~~ shall be disclosed to and assigned to the Board of Regents ~~of the University of Oklahoma~~ as a specific condition of employment with the University and admission to and/or attendance at the University. Faculty, staff, and students shall execute any and all documents the University deems reasonably necessary to evidence such ownership, meet its legal obligations and effect patent protection, domestic and foreign, for the University or its nominee. All costs involved in obtaining and maintaining patent protection shall be borne by the University or its nominee.

The University agrees to act in good faith with respect to the determination of ownership.

## 2. REVENUE

The gross revenues (which shall include but not be limited to, cash and equity) received by the University from the licensing, sale, or commercialization of a University discovery or invention as described in [sSection 1](#), will be distributed among the discoverer(s)/inventor(s), his/her/their primary department(s), and the University, in accordance with the following formula:

- 35% of gross revenues to the discoverer(s)/inventor(s) (as submitted on the Invention Disclosure Form);
- The remaining 65% to be used to reimburse the University for out-of-pocket expenses that it has or shall incur in connection with, but not limited to, patent filing, prosecution, maintenance, and defense;

~~After such expenses have been recouped, the balance remaining 65% will be distributed as follows:<sup>12</sup>~~

- ~~31%20%~~ to originating college(s), half of which to [goes](#) to the originating department
- ~~7%5%~~ to President's discretionary fund
- ~~7%5%~~ to the campus Vice President for Research
- ~~25%15%~~ to OTD to apply to operational expenses with a pro rata share to go to the originating campus
- ~~(at least 80%) to the Office of Technology Development~~
- ~~30%20%~~ to the Growth Fund maintained for each originating campus

Stock certificates issued to the University shall be held by the Controller's Office of the Norman Campus.

The right to receive such royalty revenue shall be extended to the inventor(s) in the event that the inventor is no longer an employee or student of the University. Such right shall also accrue to the estate of the inventor(s). Inventor(s) and/or their successors or assigns shall have the responsibility to provide the Office of Technology Development of the respective campuses with all the necessary information to make payments to the appropriate parties, including without limitation, current addresses; provided, failure to keep the University so informed shall permit the University to hold all such revenue for such parties for a reasonable time or until the lawful beneficiaries make claim thereto.

The University Vice President for Technology Development shall establish and maintain a "Growth Fund"<sup>2</sup> for each originating campus to be used to stimulate general ~~faculty<sup>13</sup>~~ intellectual

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<sup>12</sup> ~~Check the math.~~

property disclosures as well as technology development and transfer. The fund will be used to further stimulate researchers on each campus to make proposals when there is a need for additional funding to provide prototypes, additional research results, and/or “gap” funding to keep a program in place during transition. Those accessing the [Growth Fund](#) will be expected to repay the [Growth Fund](#) at a target rate of two times the amount awarded from the [Growth Fund](#). This fund will be administered under guidelines consistent with the research and scholarly missions of the University in consultation with the University Patent Committee. The Health Sciences Center Senior Vice President and Provost will confer with the University Vice President for Technology Development prior to the [Senior Vice President and Provost's](#) allocation of funds. If the University Vice President for Technology Development does not approve of the proposed allocation, the proposed allocation will be submitted to the President for final approval or disapproval.

When there are two or more discoverers/inventors, each shall share equally in the inventor's share unless all discoverers/inventors agree in writing to a different distribution of such share. Such originally-signed agreement shall be filed with the Office of Technology Development of the respective campuses of the discoverer(s)/inventor(s). No distribution of cash revenues will be made until this issue is resolved by the discoverer(s)/inventor(s) or their successors in interest.

The discoverer(s)/inventor(s) and his or her college shall be paid their share of the cash revenues upon receipt ~~of~~ [by](#) the University and will be furnished with a statement of revenue derived from the commercialization of the invention at the time of payment. In the event of any litigation, actual or imminent, regarding patent rights, the University may withhold distribution until resolution of the particular matter.

The University does not act as a fiduciary for any person relating to consideration received under the terms of this policy.

### **3, ~~ASSET EQUITY~~ MANAGEMENT COMMITTEE AND POLICY**

The ~~Asset Equity~~ Management Committee shall determine the disposition of equity assets obtained through the commercialization of University technology which is valued under \$ 100,000.00; e.g., whether to sell, trade, or hold the assets, as it deems to be in the best interests of the University, considering, among other factors, the requirements of the University and risks associated with holding the particular equity/stock asset. For assets values \$ 100,000.00 and above, the Committee shall make recommendations to the Board of Regents with regard to their disposition. Provided in such cases, should the Committee determine that University interests require a decision regarding the disposition of such assets prior to the next regularly scheduled meeting of the Board of Regents, it shall be authorized to do so, upon the approval of the President, and the results shall be reported at the next meeting of the Board of Regents.

At the call of the University Vice President for Technology Development, the Committee shall meet together in person, by teleconference or other acceptable means on an “as needed” basis in order to make decisions in a timely fashion regarding equity/stock as it is received by the University. However, such meetings shall take place not less than once each fiscal year. The

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~~And staff and students? When an inventor waives or releases his or her inventor's share, the inventor's share shall be distributed to the President for research-related purposes.~~

Committee shall meet to review current assets, previous management actions taken and for any other purpose relate to management of the equity assets.

The Committee shall consist of two current members of the Board of Regents (to be appointed by the Board of Regents), the University Vice President for Technology Development, University General Counsel, a knowledgeable University employee who shall be appointed by the President, and two *extra-mural* members familiar with such matters by education, training, and/or experience. From recommendations by the President, the Board of Regents of the University shall appoint the two non-employee members of the Committee, who shall serve at the convenience of the Board of Regents. Appointments shall be made on an annual basis, at the Time of the Board of Regents' officer elections (March).

#### 4. ADMINISTRATION

The President of the University, after consultation with the University Vice President for Technology Development and appropriate campus officials, shall determine the disposition of University discoveries and inventions described in paragraph 1.1 Section 1, as deemed prudent and consistent with the University's mission to ultimately convey the benefits of its research to the public for the general welfare of the State and Nation. In determining the proper disposition of University discoveries and inventions, the University President shall consult as necessary with scientific and/or technical and/or business subject matter experts in fields appropriate to the discovery or invention under consideration. Among other choices, the University President may:

- 1) License the discovery and/or invention to third parties to provide for the further development and/or commercialization of the property;
- 2) Transfer the discovery and/or invention for commercialization by entering into commission agreements with third parties to identify potential licensees to further develop and commercialize the property;
- 3) Transfer rights to the property to a patent service organization to further develop and commercialize the property;
- 4) Allow rights (U. S. and/or foreign) to the discovery or invention to revert back to the Ffederal agency that funded the development of the discovery;
- 5) Transfer rights (U. S. and/or foreign) to the discoverer(s)/inventor(s) if requested by the discoverer(s)/inventor(s), and the University President determines that the discovery/invention will not be pursued further by the Office of Technology Development.
  - a) If Ffederal funds where-were used in the development of the discovery/invention, such transfer of rights are-is subject to a reversionary right in the Federal government as described in 37 CFR 401.
  - b) Such transfer also shall be subject to an irrevocable, non-exclusive, royalty-free, and world-wide right and license in the University to make, use, and/or practice the discovery or invention for University education, research, and/or service purposes. The University also

reserves the right to publish and or present information and data obtained in the research project resulting in the discovery or invention being transferred, assuming such rights do not jeopardize the discoverer's/inventor's patent rights. Faculty, staff, and students shall execute any and all documents, as the University deems reasonably necessary to confirm or enforce such reserved right and license.

- c) Such transfer shall be limited to the discovery or invention duly disclosed to the University, in writing, as of the time the transfer is requested by the discoverer/inventor;
- 6) Transfer rights to the discovery and/or invention to the person(s) or entity sponsoring the research in the course of which the discovery or invention was made if such action is required under the terms of the research agreement or is required by law; or
- 7) Transfer the discovery and/or invention into the public domain through publication of the invention by the discoverer/inventor.

All transfers of University discoveries or inventions shall be subject to and contingent upon any rights in third parties as may be governed and/or required by, among other things, sponsored research agreements, other third-party contracts, or law.

The University Vice President for Technology Development shall be responsible for administering the patent affairs of the University in a manner consistent with this ~~P~~policy. The University Vice President for Technology Development shall cooperate with the appropriate campus officers to establish written policies to be approved by the President and distributed to the faculty, staff, and students of the University, governing procedures to be followed in processing discoveries and inventions generated within the University. The Office of Technology Development shall provide information regarding disposition of specific discoveries/inventions to the inventor(s) no later than six (~~6~~) months from the date the discovery/invention is marketed by the Office of Technology Development. If the Office of Technology Development is not going to pursue marketing and/or protecting the invention, rights in and to the discovery/invention shall revert to the inventor(s) upon his/her request.

When it is in the best interest of the University to get its technology into the marketplace, when the longer term opportunity for returns to the University and the State exceed the ~~short~~ short-term value of not taking equity, then the ~~University~~ President will approve taking equity. As a matter of principle, some equity is desirable in all transactions to create the best opportunity for the University and the State of Oklahoma to get a fair return on the technologies transferred from the University to the marketplace.

## 5. DISCLOSURE

It is the responsibility of faculty, staff, or students of the University ~~of Oklahoma~~ to report all inventions they may develop during their term of employment or registration as a student.

Any discovery/invention, whether or not patentable, must be reported to the University by filing an Invention Disclosure Form with the appropriate technology development office. Such

Invention Disclosure [Form](#) shall provide sufficient information so that the Office of Technology Development, in conjunction with others, can determine its commercial potential and patentability. Although the maintenance of the laboratory notebooks that describe the discovery/invention is the responsibility of the discoverer/inventor, the Office of Technology Development may require access to such notebooks at any time throughout the prosecution and maintenance stage of patenting the discovery/invention.

#### **6. TERM APPLICATION**

~~The terms-provisions of this Patent Policy, as may be amended from time to time, shall apply to all are a part of any contractual relationship of the University of Oklahoma with any member of the faculty, staff-staff, or and students-body. This Policy, as amended from time to time, shall be deemed to be part of the conditions of employment of every University employee or a part of the conditions of enrollment and attendance of every student at the University. Any licensing revenues received throughout the duration of such license shall be distributed in accordance with the distribution policy in effect at the time of the signing of such license and can only be changed through mutual agreement of the parties receiving portions of such revenue.~~

#### **7. UNIVERSITY PATENT COMMITTEES**

The University shall have a Patent Committee (for each ~~C~~campus) that shall consider and investigate disputes among administrators, faculty, or staff, and students<sup>14</sup> and shall recommend appropriate solutions to the President. It shall be convened as needed, but not less than three times per academic year. This ~~e~~Committee will consist of one student member appointed by the Graduate Student Senate for one year;~~;~~ two staff members, one appointed by the President and one appointed by the Staff Senate;~~;~~ and five faculty members, three appointed by Faculty Senate and one each by the President and ~~T~~the University Vice President for Technology Development. All staff and faculty appointments are for three-year terms. This Committee will assist the University Vice President for Technology Development in setting policy and procedures that will be implemented on a daily basis by the Office of Technology Development staff. The Committee will provide a forum for faculty, staff, and students to present any issues such as, but not limited to, revenue sharing, ownership, etc. The Committee will make recommendations to the University Vice President for Technology Development for the handling of these issues. The Director of the respective campus' Office of Technology Development, the respective campus' Vice Presidents for Research, and University Legal Counsel shall serve as ex-officio members of the Committee.

#### **8. USE OF FACILITIES**

As outlined in the Oklahoma Technology Transfer Act of 1998, use of the facilities of the University by a business enterprise or private business entity is allowed when that project involves the research or development of a University technology, whether or not the technology is protected pursuant to federal or state law governing intellectual property, the results of which have potential economic and academic value for the University. Such use of University facilities must be on a "space-available" arrangement in which normal University activities are not displaced. The use of such facilities by a business enterprise or private business will be done on a

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<sup>14</sup> And students?

fee-for-service contract and in conjunction with projects where the University has a vested interest in the outcome of the transfer of University technology, through research and development of a discovery/invention for commercialization purposes or, scholarly rewards, or where it furthers the University's teaching, research and creative/scholarly activity, and professional and University service and public outreach educational, research, or public service missions.<sup>15</sup>

The University may acquire take an equity stake in such business enterprises or private businesses in consideration for the use of such facilities and/or the development of University discoveries/inventions which shall be managed in accordance with the University's policies on stock acquisition and management. Any cash revenues received from the sale or trade of such equity stocks shall be distributed as if received as royalty income. If the equity interest is acquired through an exchange of value other than money and the exchange of value is made in connection with the development of technology by the private business enterprise through the use of the facilities or resources or both of an institution within ~~T~~the Oklahoma State System of Higher Education, acquisition of an equity interest shall be permissible through the use of the facilities, premises, or assets of an institution within ~~T~~the Oklahoma State System of Higher Education through the use of faculty or staff expertise or student expertise, including the value of time expended by faculty, staff, or students upon developing a technology in connection with a private business enterprise or private business entity. No ~~s~~State--appropriated monies shall be used or obligated to acquire an ownership interest in a private business enterprise except as authorized by the provisions of this section.

## 9. BACKGROUND

A patent is a grant issued by the U. S. Patent and Trademark Office (PTO) that provides the assignee of the patent the right to keep others from practicing or using its patented invention. Patents are issued for inventions that are novel (not published, sold, or utilized for more than one year), useful, and non-obvious to others equally skilled in the art. (In almost all foreign countries, to be patentable, an invention requires complete novelty. In others words, it cannot have been published, used, sold, or bartered publicly prior to the filing of a patent application either in the country itself or in the United States PTO.)

U. S. Patent Law has maintained the first-to-invent rule. What this means is that the first person to conceive and reduce to practice the invention shall be entitled to the patent. Foreign countries rely on the first-to-file concept in issuing patent rights. In the case of U. S. law, the laboratory notebooks of the discoverer(s)/inventor(s) may be crucial to the overall outcome of to whom the patent is issued. Laboratory notebooks should be bound notebooks where corrections are readily identifiable. The pages of the notebooks should be signed, dated, and witnessed on a daily basis and stored in a secure location. The term of patent applications filed in recent years is twenty years from the date of application. The laboratory notebooks should be maintained<sup>16</sup>by the University researcher at least for that period of time. Such notebooks shall be owned by and be the property of the Board of Regents. (Regents, 12-9-99)

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<sup>15</sup>This sentence doesn't make sense.

<sup>16</sup>By whom? Where?

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**TRADEMARKS**

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A trademark identifies an item of intellectual property or an educational or training service. The University owns all right and title to any trademarks related to any item of intellectual property owned by the University. Any cash revenues received in exchange for the commercial use or sale of such trademark shall be distributed as those cash revenues received for discoveries/inventions. (Regents, 12-9-99)

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**COPYRIGHT**

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**1. PREFACE**

Copyrights are created by the Constitution and the laws of the United States to promote the progress of science and the useful arts by securing for limited times to authors the exclusive rights to their works and writings. The basic objectives of the University's policy concerning copyright include the following:

- 1) To maintain the University's academic policy of encouraging research and scholarship as such without regard to potential gain from royalties or other income.
- 2) To make copyrightable materials created pursuant to University objectives available in the public interest under conditions that will promote their effective utilization.
- 3) To provide adequate incentive and recognition to faculty, and staff through proceeds derived from their works.
- 4) To stimulate creativity across all media.

**2. POLICY**

It is the policy of the Board of Regents ~~of the University of Oklahoma~~ that all rights in copyright shall remain with the creator of the work unless the work is created with substantial use of University resources, is specifically assigned or commissioned by the University, is subject to non-University contractual or legal obligations, or is a "work made for hire" as that term is defined by U.S. Copyright Law.

**3. OWNERSHIP****SCHOLARLY/AESTHETIC WORKS.**

In keeping with traditional academic practice and policy, ownership of copyrights to works of artistry or scholarship in the creator's professional field such as textbooks, course materials, scholarly papers and articles, software and other computer materials when they are works of artistry or scholarship, novels, poems, paintings, musical compositions, or other such works of artistic imagination produced by University employees who have a general obligation to produce



such works where the specific choice, content, course, and direction of the effort is determined by the employee without direct assignment or supervision by the University shall reside in the creators and the works shall not be deemed "works made for hire" under this policy unless they are also sponsored/contracted works or specifically assigned by the University. Copyrighted courseware and/or software that are not associated with traditional works as described above shall fall under and are subject to the [Intellectual Property Patent](#) Policy. The general obligation of faculty to produce scholarly works does not constitute specific assignment. Upon request by the University, the creator(s) will grant [the](#) University a nonexclusive, free of cost, world-wide right and license to exercise all copyright rights in and to the work, except the right to commercially display, use, perform, or distribute copies of the work, unless to do so would impair the ability of the creator to have the work published or distributed. If a use of the work by University is reasonably determined by the creator to impair the exercise of such rights, the University shall discontinue the impeding use but otherwise shall remain free to use the work as provided in this Paragraph 3.1. Subject to the approval of the [University](#) Vice President for Technology Development, the University will assist any University employee wishing to commercially exploit a scholarly/aesthetic work falling under this paragraph, through the Office of Technology Development and its respective campus officers. In such cases, the University will normally own the work and the provisions of the [Patent-Intellectual Property](#) Policy shall apply.

#### PERSONAL WORKS.

Ownership of copyrights to works prepared outside the course and scope of University employment and without the substantial use of University resources (equipment, facilities, services, or funds--regardless of source--administered by and/or under the control of the University) shall reside with the creators; provided, the provision of office facilities, limited secretarial assistance, library facilities for which special charges are not normally, made, or other resources which are made available to the public without charge, shall not be considered substantial use of University resources.

#### SPONSORED WORKS.

Ownership of copyrights to works produced by or through the University in the performance of a written agreement between the University and a third-party/sponsor shall be governed in accordance with the agreement. If the agreement is silent in that regard, ownership shall be governed by the other provisions of this policy.

#### COMMISSIONED WORKS.

Ownership of copyrights to works produced for University purposes by persons not employed by the University or by University employees outside their regular University employment (commissioned works) normally shall reside with the University. In all cases, copyright ownership shall be specified in a written agreement approved by University [L](#)egal [e](#)Counsel signed by the parties. Any commissioned work agreement which provides for ownership by other than the University shall also provide, to the fullest extent possible, that the University will have an irrevocable, free-of-cost, non-exclusive, world-wide license to exercise all copyright rights in and to the work, except the right to commercially display, use, perform or distribute copies of the work unless to do so would impair the ability of the University employee creator to commercially or professionally exploit the work. If a use of the work by University is reasonably determined by

the University employee creator to impair the exercise of such rights, the University shall discontinue the impeding use but otherwise shall remain free to use the work as provided in this [Paragraph 3.4](#).

#### UNIVERSITY WORKS.

Except as otherwise provided in this [Policy](#), the University shall own all copyrights to works made by University employees in the course and scope of their employment and shall own all copyrights to works made with the substantial use of University resources. Provided, [the](#) University shall give due regard to the creator's interests in the quality and integrity of the work and, where appropriate, [shall](#) grant recognition for creation of the work. To the extent consistent with University rights under the U.S. copyright law, nothing herein shall be construed to prevent the creator from using his/[or](#) her knowledge, expertise, research, and creative achievement in other employment.

#### STUDENT WORKS.

Ownership of copyrights to works produced by enrolled students without the use of University funds (other than Student Financial Aid), [or resources](#) that are produced outside any University employment and are not sponsored or commissioned works, shall reside with the student creator(s). Provided, however, in all cases a student's graduate thesis or dissertation shall be deemed a student work under this policy, ~~but as~~ [as](#) a condition of enrollment and awarding a degree, the University reserves an irrevocable, non-exclusive, free-of-cost and world-wide right to reproduce in any media and distribute to the public, on a non-commercial basis, copies of said theses and dissertations, unless to do so would impair the ability of the creator to commercially or professionally exploit the work. If a use of the work by University is reasonably determined by the creator to impair the exercise of such rights, the University shall discontinue the impeding use but otherwise shall remain free to use the work as provided in this [Paragraph 3.6](#)

#### JOINTLY ORIGINATED WORKS.

Ownership of copyrights to jointly originated works shall be determined by separately assessing the category of work of each creator under this Section 3. Rights between joint owners of a copyright shall be determined pursuant to copyright law or by agreement between the owners of the work.

### 4. REVENUE SHARING

The University may assign or license its copyrights to others. The University shall share royalty revenue derived from such assignment or license (excepting commissioned works and sponsored research funding) which it receives through copyrights with the creators, as provided for in the [Patents Policy section](#) above.

Notwithstanding the above or anything else to the contrary herein, staff employees are not eligible to share revenues received from University-owned copyrights where such employees create copyrightable works as a part of their normal responsibilities of University employment. Provided, a staff employee may apply to the appropriate [Senior Vice President and](#) Provost to be treated as a faculty member for purposes of revenue sharing for a work resulting from a specific

project upon a showing that his/her duties and responsibilities in that project are, in practical effect, substantially the same as those of a faculty member.

## 5. ADMINISTRATION

### RELEASE TO THE CREATOR.

An individual creator of a University-owned work may seek transfer of the University-owned copyright to him/herself by making written request to the appropriate [Senior Vice President and Provost](#). If the University decides not to exploit such work, then it may transfer the copyright, by written agreement, to the individual creator to the extent consistent with any applicable third-party agreement or law. Provided, such transfer shall be subject to an irrevocable, non-exclusive, free-of-cost and world-wide license in the University to exercise all rights under the copyright in the work except the right to publicly distribute copies for commercial purposes or such other conditions as may be agreed upon in writing between the individual creator(s) and the [Senior Vice President and Provost](#), unless to do so would impair the ability of the creator to have the work published or distributed. If a use of the work by the University is reasonably determined by the creator to impair the exercise of such rights as transferred in the agreement, the University shall discontinue the impeding use but otherwise shall remain free to use the work as provided in this ~~P~~paragraph ~~5-1~~.

### DISCLOSURE AND PROTECTION.

An individual creator of a University-owned copyrightable work shall protect the work by placing the following statutory copyright notice on all copies thereof: (“Copyright [insert year produced, e.g., 2000], the Board of Regents of the University of Oklahoma.”). If the creator believes the work may have commercial value, he/~~or~~ she shall promptly provide written disclosure of the work to the appropriate [Senior Vice President and Provost](#).

### LEGAL COMPLIANCE

Any work created by a University employee or student, ~~to the best of his/her knowledge and informed belief,~~ shall not, to the best of the creator’s knowledge and informed belief, infringe on any existing copyright.

Creators of copyrightable works subject to this policy and the University shall cooperate as reasonably necessary to effect the terms of this policy. For example, if copyright to a work of scholarship vests in the University by law, the University will, upon request and to the extent consistent with its legal obligations to third parties, promptly execute such documents as will transfer copyright to the faculty creator(s).

The [Senior Vice President and Provosts](#), ~~Norman Campus and the Health Sciences Center,~~ shall be responsible for administering the copyright affairs of the University in a manner consistent with this policy. They ~~Provosts~~ shall cooperate in consultation with the Copyright ~~e~~Committee on each campus to establish written directives to be approved by the President ~~of the University~~ and distributed to the employees and students of the University, which shall govern the procedures to be followed in processing copyrighted works created within the University.

The University does not act as a fiduciary for any person concerning consideration received under the terms of this policy.

The University Vice President for Technology Development may negotiate ownership of copyrighted works with research sponsors when it is in the best interest of the University to do so. Otherwise, all rights are as described above.

Faculty having rights to copyrighted works prior to employment at the University of Oklahoma should notify the Office of Technology Development of such intellectual property so that ownership to any further development of that same intellectual property at the University of Oklahoma may be established, in a written agreement with the University.

#### **6. CONTRACTUAL TERM APPLICATION**

~~The terms, provisions of this copyright policy, as may be amended from time to time, are a part of any contractual relationship of the University with any member of the shall apply to all faculty, staff, and students, body. This policy, as amended from time to time, shall be deemed to be a part of the conditions of employment of every University employee and a part of the conditions of enrollment and attendance of every student at the University.~~

#### **7. RESOLUTION OF CONFLICT**

Should disputes arise relative to the ownership of copyright between the creator and the University, the matter will be referred to the Copyright Committee, which will make recommendations to the President for proper resolution of the disputes. Either the University or creator may contact the Senior Vice President and Provost to arrange to have the Copyright Committee meet to consider such disputes.

#### **8. UNIVERSITY COPYRIGHT COMMITTEES**

- 1) The University shall have a Copyright Committee for each ~~C~~campus that shall consider and investigate disputes among administrators, faculty, ~~or~~ staff, or students and shall recommend appropriate solutions to the President. The Committee's responsibilities shall include, but not be limited to, disputes concerning:
  - a) Ownership of copyright; and
  - b) Terms of commissions.
- 2) The Copyright Committee of each campus shall have as its members:
  - a) One member appointed by the President for a four-year term;
  - b) One student member appointed by the Graduate Student Senate for one year;
  - c) Two staff members, one appointed by the President, one appointed by the Staff Senate; all appointments are for three years; and

- d) Three faculty members, ~~with~~ two appointed by the Faculty Senate and one by the President. All appointments are for three-year terms. Tie votes will be settled by chair of Faculty Senate, who shall be an ex-officio member of the ~~e~~Committee.

Each member of the Copyright Committee shall have one vote. The Copyright Committee shall keep its own records, determine its own procedures, and elect its own chair, who shall report to the President. The Copyright Committee also may review this policy from time to time and may recommend changes to the President. (RM, 11-13-80, pp. 16191-3; 10-14-82, p. 17246; 1-15-87, p. 19412; 1-16-89, p. 20834; 6-13-91, pp. 22461, 22458-59; 12-9-99, p.26752; 12-7-2001, pp. 27808, 27809) ~~(end NC § HSC text)~~ (End Norman Campus and Health Science Center text)

### 3.1.9—OUTSIDE EMPLOYMENT AND EXTRA COMPENSATION POLICY, NORMAN CAMPUS

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#### FACULTY

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The missions of the University are teaching, research, and creative/scholarly activity, and professional and University service and public outreach. As professionals, University of Oklahoma, Norman Campus faculty are individually and primarily responsible for arranging their time among such academic functions as teaching assignments, research, service, continuing education, and consultation. Such arrangements will be subject to evaluation and approval by appropriate authorities as part of a faculty member's total professional activity during the year with reference to department, college, and University criteria for merit salary increases, tenure, and promotion.

The professional expertise of the University Norman Campus faculty is normally available to the state and its citizens for incidental and minor services without remuneration. When, however, the services desired from outside the University exceed a reasonable and mutually agreed<sup>17</sup> limit agreed to by the appropriate vice president and the faculty member, direct extra remuneration may be accepted, provided the extent of the involvement does not infringe on the consultant's faculty member's regular University duties.

A person who accepts full-time faculty employment on the Norman Campus in the University of Oklahoma assumes a primary professional obligation to the University. Any other employment or enterprise in which he or she engages for income must be understood to be definitely shall be secondary to his/or her University work, and, after consultation with those reviewing requests for outside employment and extra compensation, must be willing to shall accept the judgment of the President and Board of Regents as to whether he/she may engage in such employment and retain full-time employment on the University Norman Campus faculty or staff. In addition, the department chairperson should be informed and approve of arrangements which are made to dismiss classes or provide substitute teachers for them when the faculty members are to be absent from these duties. Absence for more than one onee-week at a time for outside employment when classes are in session will require prior written approval of the Senior Vice President and Provost.

All professional activities, whether within the University or without, whether for extra remuneration or for no remuneration of any kind, should contribute to the faculty member's professional growth or efficiency and to his or her teaching or scholarly competence.

#### POLICY: SUBJECT TO THE ABOVE PRINCIPLES:

~~After prior arrangement, faculty members on nine-month contracts (whether on 9 or 12 payment options) may engage in professional activities for extra remuneration (from within the University or from outside sources or in any combination of the two) to a maximum of 25% of their nine-month full-time professional effort.~~

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<sup>17</sup> By whom?

After prior written arrangement, faculty members ~~on twelve-month contracts~~ may engage in professional activities for extra remuneration (from within the University or from outside sources or in any combination of the two) to a maximum of 25% of their ~~twelve-month~~ full-time professional effort.

Faculty on twelve-month contracts may not receive extra compensation for teaching summer ~~session-terms~~ or for performing sponsored research. ~~For faculty members on nine-month or ten-month contracts, summer activities involving funds administered by or through the University may be formed by negotiation into an amended contract for a period up to twelve months and for assignments up to 1.0 full-time professional effort, and they may engage in professional activities for extra remuneration (from within the University or from outside sources or in any combination of the two) up to a maximum of 25% of their full-time professional effort. During any portion of the summer in which faculty members are not on contract with the University, they may engage in outside employment without restriction.~~

~~For faculty members on nine-month contracts, summer activities involving funds administered by or through the University may be formed by negotiation into an amended contract for a period up to twelve months and for assignments up to 1.0 full-time professional effort.~~

~~During any portion of the summer in which faculty members are not on contract with the University, they may engage in outside employment without restriction.~~

~~Faculty members on amended full-time contracts during the summer months may engage in professional activities for extra remuneration (from within the University or from outside sources or in any combination of the two) up to a maximum of 25% of their full-time professional effort.~~

Within the University, the time required for all extra compensation assignments during the entire year and for all professional assignments during the summer will be determined by those responsible for the various programs as an appropriate fraction of the faculty member's full-time professional effort, and the University will pay the faculty member the corresponding fraction of his/~~or~~ her base salary rate. The time required for all professional activities for extra remuneration outside the University will be determined by the faculty member as an appropriate fraction of his/~~or~~ her full-time professional effort when approval for such activity is requested.

Approval of outside employment ~~is shall be~~ requested on a form "Application for Permission to Engage in Outside Employment" available ~~at from the Senior Vice President and Provost's Provost's Office website or from the Office of~~ [http://www.ou.edu/provost/pronew/content/2001-2002\\_EXTERNAL.PDF](http://www.ou.edu/provost/pronew/content/2001-2002_EXTERNAL.PDF), ~~from the deans' offices or the Office of Personnel Services Human Resources.~~ Such applications and arrangements must be ~~re~~submitted at the beginning of each contract year. ~~Res~~Submission is the responsibility of the faculty member. All activities performed inside the University for extra compensation must be arranged, as all in-load assignments are, with the agreement of the department chairperson, dean, and Senior Vice President and Provost.

Faculty should ~~also be concerned to~~ avoid possible conflicts of interest with the University in all outside employment. Questions regarding potential conflicts of interest should be addressed to the dean, who may wish to consult the University's Legal Counsel.

No faculty member may hold a split (joint) appointment which reflects more than a total of 1.0 full-time equivalent.

The [Board of Regents](#) looks with disfavor upon any University employee's accepting either part-time or full-time employment in any political organization or in connection with the campaign of any candidate for public office.<sup>18</sup>

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<sup>18</sup> [Why include this? Recommend omitting this paragraph.](#)



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 STAFF
 

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The policy for Norman Campus faculty with twelve-month contracts shall apply to the Norman Campus ~~University~~ staff who are on the monthly payroll. Each ~~V~~ice ~~P~~resident may stipulate a more restrictive policy pertaining to staff within their administrative areas.

With prior written approval, such individuals may engage in professional activities for extra remuneration (within the University or from outside sources or in any combination of the two) to a maximum of 25% of their twelve-month full-time professional effort, but they may not receive extra compensation for teaching in summer session-terms or for performing sponsored research.

~~University~~ Norman Campus staff who are on the fixed payroll shall request approval of outside employment on a form, "Request for Permission to Engage in Outside Employment," available from ~~the Office of Personnel Services~~ the Office of Human Resources. All activities performed inside the University for extra compensation must be arranged, as regular assignments are, with the agreement of the appropriate department head, dean where applicable, and Senior ~~V~~ice ~~P~~resident/~~P~~rovost.

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 GENERAL
 

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If this policy creates a demonstrable hardship for a University program, ~~or a~~ person/employee, exceptions can be granted by the President in response to a written request.

The base period for the policy is September 1 through August 31.

~~These regulations for both faculty and staff supersede the regulations on outside employment adopted by the Regents in 1931, 1948, 1958, and 1971, and the Task Force Report of 1973 which supplemented Regents' policy. (RM, 6-12-75, pp. 13478-80; 7-12-77, pp. 14537-39)~~

## 3.1.10—NEPOTISM

Except as prohibited by the laws of the State of Oklahoma, relationship by consanguinity (blood) or by affinity (marriage) shall not, in itself, be a bar to appointment, employment, or advancement by ~~T~~he University ~~of Oklahoma~~ nor, (in the case of faculty members, ) to eligibility for tenure ~~of persons so related~~. The University recognizes, however, that there is an inherent conflict of interest when an employee makes hiring, promotion, or salary decisions about a family member, although there may be extremely rare circumstances when the potential benefit to the University in having an employee supervise a family member outweighs the potential harm.

~~But~~ Therefore, no two persons who are related by affinity or consanguinity within the third degree shall be given positions in which either one is directly responsible for making recommendations regarding employment, promotions, salary, or tenure for the other; nor shall either of two persons so related who hold positions in the same budgetary unit be appointed to ~~(or, as in the case of members of Committee A of an academic unit, elected to)~~ an executive or administrative position in that unit or to a position involving administrative responsibility over it, as long as the other person remains in the unit, without first receiving a waiver that has been

recommended by the written approval of the Senior Vice President and Provost, or the appropriate Vice President, and the President approved by the Board of Regents. In recommending the waiver, the Senior Vice President and Provost or the appropriate vice president must make a written statement of the facts that have led him/her to conclude that the benefit to the University in granting the waiver outweighs the potential harm. In addition, the Senior Vice President and Provost or the appropriate vice president must propose in writing a means by which a qualified, objective person, unrelated to the employee at issue, shall make in the event a waiver is granted, performance evaluations and recommendations for compensation and promotion, and awards for that employee and state in writing how that means will avoid the conflict of interest. The statement and proposal for supervision shall be made part of the Board of Regents agenda item. Further, a salary increase above the average increase granted to all University employees in similar positions will not be granted to an employee who has been granted a waiver under this policy unless it has been approved by the applicable Senior Vice President and Provost or appropriate vice president and the President of the University. -will be made by one not related to the individual being evaluated. In the case where this policy is made applicable by a related party being selected to Committee A of an academic unit, approval of the Board of Regents is not required; however, all other provisions of this policy will continue to apply.

It is the responsibility of the head of the budget unit to seek a waiver before offering employment to any person whose employment without a waiver would violate this policy, and the willful failure to follow this policy may result in disciplinary action against the head of the budget unit. Notwithstanding any other provision of this policy, a conditional hire, prior to approval of the Board of Regents, may be made pursuant to this policy if deemed necessary for legitimate academic or business reasons and if justified in writing by the appropriate vice president. At the next regular meeting of the Board of Regents, the written justification and the conditional hire will be considered by the Board of Regents.

The Board of Regents will be notified at the next meeting of any waivers.

Relatives that are within the third degree of relationship to an employee by blood or marriage consanguinity or affinity include the are as followsing: Spouse; parent; parent of spouse, grandparent; grandparent of spouse, great-grandparent; ~~grant~~ great grandparent of spouse, parent, grandparent or great grandparent of spouse; uncle or aunt; uncle or aunt of spouse; brother or sister; brother or sister of spouse; brother-in-law or sister-in-law; niece or nephew; spouse of niece or nephew; son or daughter; son-in-law or daughter-in-law; grandson or granddaughter or their spouse; grandson's or granddaughter's spouse; and great grandson or great granddaughter; and great grandson's or great granddaughter's spouse or their spouse. For the purposes of this policy, step and half relatives are considered to be related by affinity. (RM, 4-8-71, pp. 10837-38; 10-17-90, p. 22024; 2-20-92, p. 22780)

### 3.1.11—PREVENTION OF ALCOHOL ABUSE AND DRUG USE ON CAMPUS AND IN THE WORKPLACE

The University ~~of Oklahoma~~ recognizes its responsibility as an educational and public service institution to promote a healthy and productive work environment. This responsibility demands implementation of programs and services which facilitate that effort. The University is committed to a program to prevent the abuse of alcohol and the illegal use of drugs and alcohol by its students and employees. The University program includes this policy which prohibits illegal use of drugs and alcohol in the workplace, on University property, or as part of any University- sponsored activities. ~~In order to meet these responsibilities, University policy-~~ It shall be Board of Regents' policy that:

- 1) ~~Requires a~~ All students and employees ~~to shall~~ abide by the terms of this policy as a condition of initial and continued enrollment/employment.
- 2) ~~Recognizes that t~~ The illegal use of drugs and alcohol is in direct violation of local, state, and federal laws as well as University policies ~~included in this Policy, the Staff and Faculty Handbooks and the Student Code of Responsibility and Conduct~~ governing faculty, staff, and student conduct. ~~This University-~~ policy strictly prohibits the illegal use, possession, manufacture, dispensing, or distribution of alcohol, drugs, or controlled substances in the workplace, on its premises, or as a part of any University- sponsored activities.
- 3) ~~Considers a v~~ Violating on of this policy ~~to shall~~ be a major offense which can result in a requirement for satisfactory participation in a drug or alcohol rehabilitation program, referral for criminal prosecution, and/or immediate disciplinary action up to and including termination from employment and suspension or expulsion from the University. A criminal conviction is not required for sanctions to be imposed upon an employee or student for violations of this policy.
- 4) ~~Recognizes that v~~ Violations of applicable local, state, and federal laws may subject a student or employee to a variety of legal sanctions including, but not limited to, fines, incarceration, imprisonment, and/or community service requirements. Convictions become a part of an individual's criminal record and may prohibit ~~a~~ certain career and professional opportunities. A current listing of applicable local, state, and federal sanctions can be obtained through the Offices ~~of~~ Student Affairs and ~~Personnel Services~~ Human Resources.
- 5) ~~Requires a~~ An employee ~~to shall~~ notify his or her supervisor in writing of a criminal conviction for drug or alcohol related offenses occurring in the workplace no later than five calendar days following the conviction.
- 6) ~~Provides access to t~~ The University's shall establish and maintain Employee Assistance Programs and Student Counseling Services for counseling and training programs ~~which to~~ inform students and employees about the

dangers of drug and alcohol abuse. Voluntary participation in or referral to these services is strictly confidential.

- 7) ~~Forbids a~~An employee ~~from shall not~~ performing ~~safety~~ sensitive ~~safety~~ functions while a prohibited drug is in his or her system.
- 8) ~~Mandates~~The University may require drug testing of ~~safety~~ sensitive ~~safety~~ employees ~~(as defined by federal law)~~ prior to employment, when there is reasonable cause, after an accident, on a random basis, and before ~~allowing an employee or student to~~ returning to duty after refusing to take a drug test or after not passing a drug test. ~~(Sensitive safety employees are defined in CFR Volume 32, Part 280 and CFR Volume 49, Part 653. This legislation is available for review in Personnel Services Human Resources.)~~
- 9) ~~Provides for annual distribution of~~The University shall annually distribute this policy to all staff, faculty, and students.

Health risks generally associated with alcohol and drug abuse can result in but are not limited to: a lowered immune system, damage to critical nerve cells, physical dependency, lung damage, heart problems, liver disease, physical and mental depression, increased infection, irreversible memory loss, personality changes, and thought disorders.

~~The University's Employee Assistance Programs and Student Counseling Services staff are responsible for informing students and employees about the dangers of drug and alcohol abuse and the availability of counseling and rehabilitation programs.~~The appropriate ~~Senior Vice President and~~ Provost or Executive Officer is responsible for notifying federal funding agencies within ten calendar days whenever an employee is convicted of a drug-related crime which occurred in the workplace. This policy is ~~based on the Drug-Free Workplace Act of 1988 (P.L. 100-690, Title V, Subtitle D) and the Drug-Free Schools and Communities Act Amendments of 1989 (P.L. 101-226) and is~~ subject to the grievance procedures stated ~~elsewhere in the Board of Regents policy, in the Staff and Faculty Handbooks and the University Discipline System as outlined in the Student Code of Responsibility and Conduct. (RM, 4-6-89, pp. 20998-21001; 9-5-90, p. 21978)~~

3.1.12—~~UNIVERSITY OF OKLAHOMA~~ FIREARMS POLICY

Firearms and munitions of all types are prohibited on all property owned, leased, or occupied by the Board of Regents ~~of The University of Oklahoma~~ at all times except as specifically authorized below.

- A) ~~Firearms, f~~For purposes of this policy, firearms include but are not limited to, the following: conventional weapons, from which a projectile is discharged by an explosive propellant charge; antique, replica, and inert firearms; compressed gas weapons; and spring-propelled weapons. ~~Munitions, f~~For purposes of this policy, munitions include, but are not limited to any projectile which incorporates a propellant charge and/or explosive contents.
- B) Firearms are permitted on campus only under the following circumstances:
- 1) In the possession or control of sworn law enforcement officers or properly licensed armed security guards employed by the University who are performing their assigned duties. ~~The Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus must approve in advance the use or employment of armed private security providers.
  - 2) In the possession of personnel of active or reserve armed forces of the United States or the Oklahoma National Guard when in the performance of duties assigned by an authorized commander.
  - 3) In the possession of ~~ROTC~~ Reserve Officer's Training Corps. ("ROTC") participants when under the supervision of authorized members of the regular armed services.
  - 4) Firearms, exclusively as detailed below, in the possession of members of the RUF/NEKS organization certified by the University Police<sup>19</sup> Department as having satisfactorily completed a handling safety class, subject to the following additional conditions:
    - a) The University Police Department shall inspect and approve the firearms.
    - b) Blank ammunition only will be used in these weapons; live ammunition will not be present with these weapons at any time.
    - c) Violation of the safe handling procedures established by the University Police Department will result in withdrawal of the offending individual's certification.

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<sup>19</sup> Make titles consistent. "Campus Police" is used elsewhere in this Manual.

- d) Possession of these firearms will be limited to use during official RUF/NEKS functions.
- 5) For use during public performances, subject to the following conditions:
  - a) Firearms for use in public performances shall be rendered inoperable whenever discharge is not required as an integral part of the production.
  - b) When discharge is necessary as part of a performance, blank ammunition shall be used. Blank ammunition is not permitted in weapons pointed at performers at any time during the production.
  - c) Weapons present for a performance shall be kept secure or in the possession and control of a designated staff member at all times when not actively in use.
- 6) For display in support of the educational mission of the ~~institution~~ University. Such firearms must be inoperable and approved and secured by means acceptable to the ~~The Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus.
- 7) For use as a teaching aid, subject to the following conditions:
  - a) Permission for such use must be granted by the academic department head and prior notice of the presence of the firearm on campus must be given to the ~~Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus.
  - b) Such firearms must be approved and secured by means acceptable to the ~~Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus.
  - c) Munitions shall not be present with firearms when used in class.
- 8) As “starter pistols<sup>22,</sup>” incapable of chambering or firing live projectile ammunition, for athletic events. Starter pistols and blank ammunition shall be secured at all times when not in use, and shall be under the control of appropriate staff or athletic officials when in use.
- 9) As construction equipment employing blank ammunition as a propellant for setting fasteners when used by or under the supervision of authorized and trained personnel.
- 10) The cannon known as “Old Trusty” used by members of the group “Loyal Knights of Old Trusty” or “LKOT<sup>22,</sup>” and the 75mm howitzer

used by the Army ROTC detachment may continue in their respective traditional uses, subject to the following conditions:

- a) The safe use of these pieces is the responsibility of the designated faculty sponsor(s).
  - b) The LKOT and the Army ROTC will notify the University Police Department of intended use of their respective pieces sufficiently in advance of a use to enable notification of other public safety agencies.
- 11) Any group desiring to use a firearm and/or munition for ceremonial purposes on the campus, other than those specifically identified in Section I.B.10 above, will tender a request to the ~~Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus.
- a) The ~~Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus, will review the request and forward it to the Office of Legal Counsel with a recommendation for approval or disapproval based upon public safety considerations.
  - b) The Office of Legal Counsel will notify the ~~Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus, and other appropriate officers of any approvals that are granted for the use of ceremonial firearms.
- 12) Upon approval and for a specific purpose and limited time, by the ~~Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus.
- C) For purposes of this policy, “inoperable” means physically rendered incapable of firing either by removal of critical parts or installation of a device to prevent operation, or both. Where firearms are required to be rendered inoperable, the ~~Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus, shall inspect and certify that it is inoperable.
- D) Where permitted on campus for other than law enforcement or armed forces use, all firearms shall be secured by means approved by the ~~Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus.

The ~~Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus, will respond to reports of alleged violations, investigate alleged violations, and submit reports of findings of alleged unauthorized presence, possession, or use of firearms on campus.

- A) The ~~Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus, will initiate criminal prosecution if they believe an individual has violated a local, Sstate, or federal law.
- B) Copies of police reports regarding alleged unauthorized firearms incidents will be submitted to the Office of Legal Counsel.
  - 1) Upon determination made by the ~~Director of Public Safety~~ Chief of Police at the Norman Campus, the Chief of Campus Police at the Oklahoma City Campus, or the Director of Operations at the Tulsa Campus, that a currently enrolled student, faculty, or staff member; dependent of student, faculty, or staff; or a visitor of a student, faculty, or staff member has violated this policy, the Office of Legal Counsel may initiate action to:
    - a) Immediately suspend or expel the student, and/or
    - b) Immediately suspend from employment the staff or faculty member.
  - 2) Student disciplinary action will may be imposed in addition to criminal prosecution arising from unauthorized possession or use of firearms and/or munitions. Disciplinary action may be initiated prior to the completion of criminal prosecution. (RM, 4-25-96, p. 24902; 3-29-00, p. 26909)<sup>20</sup>

### 3.1.13—CANDIDATES FOR POLITICAL OFFICE

*~~(Note—this policy is being reviewed by Legal)~~*

~~Believing it to be for the best interests of The University of Oklahoma, it is hereby resolved by the Board of Regents that any member of the faculty or a~~ny employee of the University who becomes a candidate in any primary of general election for any county, state, or federal office, ~~said faculty member or employee, announcing his candidacy for any said offices,~~ shall, first prior to announcing his candidacy for any said offices, offer his/her resignation to the Board of Regents, without reservation.

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<sup>20</sup> Seems excessive to include 3 ½ pages; recommend not including all in Manual.



In making the announcement of the adoption of the resolution, the Board of Regents stated: “In adopting this resolution, the Board of Regents does not want to be understood as offering discouragement to faculty members or employees from becoming candidates for public office. As an American citizen, ~~a faculty member or any an~~ employee may regard it his/her duty to become a candidate.” (RM, 9-14-43, p. 1427)

### 3.1.14—STAFF SENATE

The Norman Campus Staff Senate is organized to serve as a representative body of the staff of the Norman Campus of the University and to participate in such policy matters of the institution as may directly affect staff appointed through the Norman Campus. The Health Sciences Center Staff Senate is organized to serve the same purpose for staff on the Health Sciences Center and Tulsa campuses.

The Senates shall function for the welfare of the University and for the staff it represents. It shall function as an advisory and policy referral body to the University administration and to the staff it represents.

Member groups shall ~~be~~ include without limitation, the Council of Administrative Officers, the Administrative Staff Conference, Managerial Staff Council, the Association of ~~the~~ University of Oklahoma Professional Employees, and the Employee-Management Council.

The President ~~of the University~~ is authorized to approve changes in the Charter and By-Laws of the Staff Senate that do not change the purpose of the Staff Senate or the role of the Staff Senate in governance of the ~~institution~~University. (RM, 11-11-71, pp. 11207-12, edited; amended 7-24-75, pp. 13535-40; 12-14-78, p. 15335; 3-29-00, p. 26909)

## 3.2—~~THE~~ OFFICE OF EQUAL OPPORTUNITY POLICIES

### 3.2.1—EQUAL OPPORTUNITY POLICY

This ~~institution~~ University in compliance with all applicable ~~F~~federal and ~~S~~state laws and regulations, does not discriminate on the basis of race, color, national origin, sex, age, religion, disability, ~~or political beliefs,~~<sup>21</sup> or status as a veteran in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, financial aid, and education services. (RM, 3-24-70, pp. 10238-39; amended, 4-8-76, pp. 13890-91; revised, 7-12-77, p. 14537; amended, 12-10-81, pp. 16769-70; 1-27-93, p. 23220)

### 3.2.2—AFFIRMATIVE ACTION PLAN

The Affirmative Action Plan serves to supplement the Board of Regents' policy on equal opportunity, as it pertains to employment, and is an integral part of the employment policies of ~~T~~the University of Oklahoma. The Plan is revised ~~from time to time, generally~~ once each year, to address the current requirements for affirmative action in employment. The principal objectives are:

- 1) To assure all persons equal opportunity for employment and advancement in employment regardless of race, color, national origin, sex, religion, age, disability, political beliefs, or status as a veteran ~~or political beliefs.~~
- 2) To meet institutional responsibilities under the Civil Rights Act of 1964 and commitments as a federal contractor under Executive Order 11246 and Executive Order 11375.
- 3) To take positive actions in the recruitment, placement, development, and advancement of women and racial minority members in University employment.

Each person having administrative or supervisory responsibilities is expected to provide leadership in applying the Affirmative Action Plan.

Coordination of the application of the Affirmative Action Plan is the responsibility of the Senior Vice President and Provosts for academic employment, and the Vice Presidents for Administrative Affairs for nonacademic employment. These officials are designated Equal Employment Opportunity Officers for their respective areas of responsibility.

~~A joint Presidential/Faculty Senate Task Force has been established. (RM, 3-18-76, edited; 3-29-00, p. 26909)~~

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<sup>21</sup>“ Political beliefs” added per Jerry Jenson; ok'd by Joe Harroz, pursuant to state law.



## 3.2.3—STAFFING PLAN PROCEDURE AND AFFIRMATIVE ACTION PLAN

The University's staffing procedure and Affirmative Action Plan are designed jointly to (1) assure maximum utilization of available human resources, and (2) ~~to~~ reaffirm the University's policy that all appointments, promotions, and transfers will be conducted on the basis of individual qualifications and merit without regard to race, color, national origin, sex, age, religion, disability, ~~or political beliefs, or~~ status as a veteran.

The plan includes four broad categories, and the criteria for membership in categories II through IV are outlined in the ~~s~~Staff ~~h~~Handbook.

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**I. EXECUTIVE**

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**EXECUTIVE OFFICERS**

Executive Officers of the ~~institution~~ University shall include the President, Vice President for Executive ~~Assistant Affairs to the President~~, Senior Vice President and Provosts, Vice Presidents, Executive Secretary of the Board of Regents and Secretary of the University, and such other positions as the President may designate from time to time.

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**II. ADMINISTRATIVE**

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**ADMINISTRATIVE OFFICERS**

**ADMINISTRATIVE STAFF**

**MANAGERIAL STAFF**

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**III. PROFESSIONAL**

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**PROFESSIONAL STAFF**

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**IV. CLASSIFIED**

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**SUPERVISORY STAFF**

**SERVICE AND OPERATIONS STAFF**

(RM, 6-13-74, pp. 13001-04, edited; 3-29-00, p. 26909)

## 3.2.4—RACIAL AND ETHNIC HARASSMENT POLICY

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**I. INTRODUCTION**


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Diversity is one of the strengths of our society as well as one of the hallmarks of a great university. The University ~~of Oklahoma~~ supports diversity and therefore is committed to maintaining employment and educational settings which are multicultural, multiethnic, and multiracial. Respecting cultural differences and promoting dignity among all members of the University community are responsibilities each of us must share.

Racial and ethnic harassment is a growing concern across American college campuses. It has taken various forms, from criminal acts (assault and battery, vandalism, destruction of property) to anonymous, malicious intimidation, most often directed toward persons whose race and ethnicity is readily identifiable. In employment, racial/ethnic harassment is race discrimination which interferes with an employee's ability to perform his or her duties or creates a hostile or intimidating work environment, prohibited by law under Title VII of the Civil Rights Act of 1964. In the educational context, racial/ethnic harassment is race discrimination which interferes with the students' opportunities to enjoy the educational program offered by the University, prohibited by law under Title VI of the Civil Rights Act of 1964.

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**II. POLICY STATEMENT**


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Principles of academic freedom and freedom of expression require tolerance of the expression of ideas and opinions which may be offensive to some, and the University respects and upholds these principles. The University also adheres to the laws prohibiting discrimination in employment and education. The University recognizes that conduct which constitutes racial/ethnic harassment in employment or educational programs and activities shall be prohibited and is subject to remedial or corrective action as set forth in this policy. This policy is premised on the University's obligation to provide ~~a nondiscriminatory an~~ environment ~~which is free from unlawful discrimination conducive to employment and learning~~. The University will vigorously exercise its authority to protect employees and students from harassment by agents or employees of the University, students, ~~and~~ visitors, or guests. ~~Specifically,~~

Agents ~~of or~~ employees of the University, acting within the scope of their official duties, shall not treat an individual differently on the basis of race, ~~or ethnicity color, or national origin~~ in the context of an employment or educational program or activity without a legitimate nondiscriminatory reason, ~~so as to interfere with or limit the ability of the individual to participate in or benefit from the services, activities, or privileges provided by the University;~~ and,

The University shall not subject an individual to different treatment on the basis of race ~~or ethnicity~~ by effectively causing, encouraging, accepting, tolerating, or failing to correct a racially ~~hostile or ethnically hostile~~ environment of which it has notice.

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### III. ~~REMEDIES OR~~ CORRECTIVE ACTIONS<sup>22</sup>

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Violations of this policy shall result in corrective action(s) ~~or remedy(ies)~~ designed to reestablish an employment or educational environment which is conducive to work or learning. Corrective actions ~~or remedies~~ will include disciplinary action directed by the executive officer having responsibility for the offender, where appropriate. ~~Remedies or e~~Corrective actions will be tailored to redress the specific problem and may range from apologies, mandatory attendance at specific training programs, reprimands, suspension, ~~or demotion,~~ to expulsion or termination. ~~Remedies or e~~Corrective actions shall be based upon the facts and circumstances of each case and shall be in accordance with the terms and guidelines of the applicable campus grievance procedures.

Violations of this policy by students will be considered as violations of the Student Code and will subject student offenders to the ~~remedy(ies) and~~ corrective action(s) provided by the Code.

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### IV. ADMINISTRATIVE ACTION

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The University recognizes its obligation to address incidents of racial/ethnic harassment on campus when it becomes aware of their existence, even if no complaints are filed; therefore, in such circumstances, the University reserves the right to take appropriate action unilaterally under this policy.

With respect to students, the University Vice President for Student Affairs ~~Vice Provost for Educational Services and Dean of Students~~ or other appropriate persons in authority may take immediate administrative or disciplinary action which is deemed necessary for the welfare or safety of the University ~~C~~community. Any student so affected must be granted due process including a proper hearing. Any hearing involving disciplinary suspension or expulsion shall be conducted by a campus disciplinary council in accordance with ~~Title 13, Section 1.2. of the Student Code~~. Lesser administrative or disciplinary action may be appealed to the University Vice President for Student Affairs ~~Vice Provost for Educational Services and Dean of Students~~. Such requests must be in writing and filed within seven calendar days following summary action. The University Vice President for Student Affairs ~~Vice Provost for Educational Services and Dean of Students~~ will issue a written determination to the student within three working days following the date the request is received.

With respect to employees, upon a determination at any stage in the investigation or grievance procedure that the continued performance of either party's regular duties or University responsibilities would be inappropriate, the proper executive officer may suspend or reassign said duties or responsibilities or place the individual on leave of absence with or without pay, as may be approved by an administrative officer,<sup>23</sup> pending the completion of the investigation or grievance procedure.

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<sup>22</sup> Seems excessive to include. Better suited for Handbooks. Suggest omitting p.205-207.

<sup>23</sup> With or without pay?

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## V. RETALIATION

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Threats or other forms of intimidation or retaliation against complaining witnesses, other witnesses, any reviewing officer, or any review panel shall constitute a separate violation of this policy which may be subject to direct administrative action.

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## VI. COMPLAINT PROCESS

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The complaint procedures delineated herein apply to all students, faculty, staff, guests, or visitors. Complaints alleging violation of the racial and ethnic harassment policy will be reviewed and investigated by the appropriate University office. Complaints may be resolved informally or may proceed through the applicable formal complaint proceedings. Complaints may be filed in the following manner:

- 1) Complaints against students or student organizations, faculty or staff, or contractors working on University premises shall be filed with the University Office of Equal Opportunity and Affirmative Action Office (AAO) for review and investigation. The AAO University Equal Opportunity Officer, or ~~its~~ his or her designee, may assist in the informal resolution of the complaint or in processing a complaint through the applicable campus procedures.
- ~~2) Complaints against faculty or staff shall be filed with the Office of Equal Opportunity and Affirmative Action Office. The AAO University Equal Opportunity Officer or its his/her designee may assist in the informal resolution of the complaint or in processing a complaint through the applicable campus procedures for faculty and staff.~~
- ~~3) Complaints against contractors working on university premises shall be filed with the Office of Equal Opportunity and Affirmative Action Office. The AAO University Equal Opportunity Officer or its his/her designee may assist in the informal resolution of the complaint or in processing a complaint through the applicable campus procedures for faculty, staff and students.~~
- ~~4) Complaints against visitors or guests should be directed to the University Campus Police Department office on the campus where the incident occurred. The eCampus pPolice will forward informational copies of all reports and inquiries dealing with discrimination, harassment, or hate crimes to the AAO Office of Equal Opportunity.~~

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## VII. RESPONSIBLE OFFICIAL

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The University Equal Opportunity ~~and Affirmative Action~~ Officer is charged with the responsibility for administering this policy. The Office of Equal Opportunity and Affirmative Action Office will serve as a repository for all records of complaints, investigative reports, and remedies/corrective actions in connection with this policy. The ~~Affirmative Action~~ University

Equal Opportunity Officer is the overall coordinator of all University Aactivities dealing with discrimination in employment or education.

To contact the University Equal Opportunity ~~and Affirmative Action~~ Office:

Norman Campus  
Room 102, Evans Hall  
325-3546

Health Sciences Center Campus  
Room 1143, ~~Library~~ Service Center Building  
271-2110

(RM 12-19-90, p. 22121; 6-13-91, p. 22467; 7-27-95, p. 24622; 1-14-97, p. 25263; 1-26-99, p. 26226; 3-29-00, p. 26909)



## 3.2.5—SEXUAL HARASSMENT/SEXUAL ASSAULT POLICY

## STATEMENT

The University ~~of Oklahoma~~ explicitly condemns sexual harassment of students, staff, and faculty. Sexual ~~H~~arassment is unlawful and ~~may~~ will subject those who engage in it to University sanctions as well as civil and criminal penalties.

When criminal action is pursued in addition to an administrative grievance under this policy, the ~~EO/AA~~ University Office of Equal Opportunity ~~will~~ may coordinate its investigative actions with the University or local law enforcement authorities to ensure that criminal prosecution is not jeopardized. The ~~EO/AA~~ University Equal Opportunity Officer may defer administrative action at the request of University or local law enforcement authorities pending completion of the criminal investigation. Where review by the ~~EO/AA~~ University Equal Opportunity Officer or other ~~U~~niversity executive officer determines that immediate administrative action is necessary for the safety, health, and well being of the ~~campus~~-University community, such action may be taken in advance of resolution of criminal charges.

Since some members of the University community hold positions of authority that may involve the legitimate exercise of power over others, it is their responsibility to be sensitive to that power. Faculty, and supervisors in particular, in their relationships with students and subordinates, need to be aware of potential conflicts of interest and the possible compromise of their evaluative capacity. Because there is an inherent power difference in these relationships, the potential exists for the less powerful person to perceive a coercive element in suggestions regarding activities outside those appropriate to the professional relationship. It is the responsibility of faculty and staff to behave in such a manner that their words or actions cannot reasonably be perceived as sexually coercive, abusive, or ~~expletive~~ exploitive. Sexual harassment also can involve relationships among equals as when repeated advances, demeaning verbal behavior, or offensive physical contact interfere with an individual's ability to work ~~and~~ or study productively.

The University is committed to providing an environment of study and work free from sexual harassment and to ~~ensuring~~ the accessibility of appropriate grievance procedures for addressing all complaints regarding sexual harassment. The University reserves the right, however, to deal administratively with sexual harassment issues whenever becoming aware of their existence. Records of all complaints, except for hearings before the Faculty Appeals Board, shall be transmitted to and maintained by the University Equal Opportunity ~~and Affirmative Action~~ Officer as confidential records.

The University encourages victims to report instances of sexual assault or other sex offenses, either forcible or nonforcible. In addition to internal grievance procedures, victims are encouraged to file complaints or reports with ~~e~~Campus ~~p~~Police or local law enforcement agencies ~~by telephoning 911~~ by telephoning 911; as soon as possible after the offense occurs in order to preserve evidence necessary to the proof of criminal offenses. The ~~e~~Campus ~~p~~Police ~~d~~Department is available to assist victims in filing reports with other area law enforcement agencies.

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**DEFINITION OF SEXUAL HARASSMENT** <sup>24</sup>

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Sexual harassment shall be defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature in the following context:

- 1) when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic standing, or
- 2) when submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual, or
- 3) when such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working or academic environment.

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**EXAMPLES OF PROHIBITED CONDUCT**

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Conduct prohibited by this policy may include, but is not limited to:

- Unwelcome sexual flirtation; advances or propositions for sexual activity.
- Continued or repeated verbal abuse of a sexual nature, such as suggestive comments and sexually explicit jokes.
- Sexually degrading language to describe an individual.
- Remarks of a sexual nature to describe a person's body or clothing.
- Display of sexually demeaning objects or pictures.
- Offensive physical contact, such as unwelcome touching, pinching, brushing [against](#) the body.
- Coerced sexual intercourse.
- Sexual assault.
- Rape, date or acquaintance rape, or other sex offenses, forcible or nonforcible.
- Actions indicating that benefits will be gained or lost based on response to a sexual advances.

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<sup>24</sup> [Suggest omitting 209-210 and including in Handbooks instead.](#)

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**RETALIATION**


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Any attempt to penalize or retaliate against a person for filing a complaint or participating in the investigation of a complaint of sexual harassment will be treated as a separate and distinct violation of ~~University this P~~policy.

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**SANCTIONS**


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Appropriate disciplinary action may include a range of actions up to and including dismissal and/or expulsion.

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**COMPLAINT PROCEDURE**


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Complaints alleging a violation of the Sexual Harassment/Sexual Assault Policy shall be handled in accordance with the Grievance Procedure For ~~Equal Opportunity, Complaints Based Upon Discrimination, Sexual Harassment, Sexual Assault, Consensual Sexual Relationships, Retaliation, Or Racial and Ethnic Harassment.~~

To contact the University Office of Equal Opportunity ~~and Affirmative Action Office:~~

Norman Campus  
Room 102, Evans Hall  
325-3546

Health Sciences Center Campus  
Room 444 113, Library Service Center Building  
271-2110

(RM 9-27-95, p. 24621; 1-14-97, p. 25260 and 25263)

### 3.2.6—DISCRIMINATION POLICY

(FOR OTHER THAN SEXUAL OR RACIAL/ETHNIC HARASSMENT)

The University has a policy of internal adjudication in matters relating to alleged discrimination. Any faculty member, staff member, or student, including without restriction, those on temporary or part-time status, who believes that he or she has been discriminated or retaliated against should file a complaint under the Grievance Procedure For ~~Equal Opportunity, Complaints Based Upon Discrimination, Sexual Harassment, Sexual Assault, Consensual Sexual Relationships, Retaliation, Or Racial And Ethnic Harassment.~~

Any attempt to penalize or retaliate against a person for filing a complaint or participating in the investigation of a complaint of discrimination and/or harassment will be treated as a separate and distinct violation of ~~this u~~University policy. (RM, 1-14-97, p. 25263)

To contact the University Office of Equal Opportunity ~~and Affirmative Action Office:~~

Norman Campus  
Room 102, Evans Hall  
325-3546

Health Sciences Center Campus  
Room ~~44~~ 113, ~~Library~~ Service Center Building  
271-2110

### 3.2.7—CONSENSUAL SEXUAL RELATIONSHIPS POLICY

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#### RATIONALE

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The University's educational mission is promoted by professionalism in faculty-student relationships. Professionalism is fostered by an atmosphere of mutual trust and respect. Actions of faculty members and students that harm this atmosphere undermine professionalism and hinder fulfillment of the University's educational mission. Trust and respect are diminished when those in positions of authority abuse, or appear to abuse, their power. Those who abuse, or appear to abuse, their power in such a context violate their duty to the University community.

Faculty members exercise power over students, whether in giving them praise or criticism, evaluating them, making recommendations for further studies or their future employment, or conferring any other benefits on them. Amorous relationships between faculty members and students are wrong when the faculty member has professional responsibility for the student. Such situations greatly increase the chances that the faculty member will abuse his or her power and sexually exploit the student. Voluntary consent by the student in such a relationship is suspect, given the fundamentally asymmetric nature of the relationship. Moreover, other students and faculty may be affected by such unprofessional behavior because it places the faculty member in a position to favor or advance one student's interest at the expense of others and implicitly makes obtaining benefits contingent on amorous or sexual favors. Therefore, the University will view it as unethical if faculty members engage in amorous relations with students enrolled in their classes or subject to their supervision, even when both parties appear to have consented to the relationship.

As with faculty, staff may also be in a position to exert authority and control over students. Staff, too, must be conscious of the potential for abuse of power inherent in their relationships with students. Students rely on staff for assistance and guidance in dealing with issues such as scheduling of classes, financial aid, tutoring, housing, meals, employment, educational programs, social activities, and many other aspects of University life. Those who deal with students are expected to provide them with support and positive reinforcement. Staff who would deal with students in a sexual manner abuse, or appear to abuse, their power and violate their duty to the University community.

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#### DEFINITIONS<sup>25</sup>

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As used in this policy, the terms "faculty" ~~or~~ [and](#) "faculty member" mean all those who teach at the University, and include graduate students with teaching responsibilities and other instructional personnel. The terms "staff" or "staff members" mean all employees who are not faculty, and include academic and non-academic administrators as well as supervisory personnel. The term "consensual sexual relationship" may include amorous or romantic relationships, and is intended to indicate conduct which goes beyond what a person of ordinary sensibilities would believe to be a collegial or professional relationship.

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<sup>25</sup> [Suggest including "Definitions" in Handbooks only.](#)



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**POLICY**

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**A. FACULTY/STUDENT RELATIONSHIPS <sup>26</sup>**

WITHIN THE INSTRUCTIONAL CONTEXT

It is considered a serious breach of professional ethics for a member of the faculty to initiate or acquiesce in a sexual relationship with a student who is enrolled in a course being taught by the faculty member or whose academic work (including work as a teaching assistant) is being supervised by the faculty member.

OUTSIDE THE INSTRUCTIONAL CONTEXT

Sexual relationships between faculty members and students occurring outside the instructional context may lead to difficulties. Particularly when the faculty member and student are in the same academic unit or in units that are academically allied, relationships that the parties view as consensual may appear to others to be exploitative. Further, in such situations, the faculty member may face serious conflicts of interest and should be careful to distance himself or herself from any decisions that may reward or penalize the student involved. A faculty member who fails to withdraw from participation in activities or decisions that may reward or penalize a student with whom the faculty member has or has had an amorous relationship will be deemed to have violated his or her ethical obligation to the student, to other students, to colleagues, and to the University.

**B. STAFF/STUDENT RELATIONSHIPS**

Consensual sexual relationships between staff and students are prohibited in cases where the staff member has authority or control over the student. A staff member who fails to withdraw from participation in activities or decisions that may reward or penalize a student with whom the staff member has or has had an amorous relationship will be deemed to have violated his or her ethical obligation to the student, to other students, to colleagues, and to the University.

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**COMPLAINT PROCEDURE <sup>27</sup>**

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Complaints alleging a violation of the Consensual Sexual Relationships Policy shall be handled in accordance with the Grievance Procedure For ~~Equal Opportunity Complaints Based Upon Discrimination, Sexual Harassment, Sexual Assault, Consensual Sexual Relationships, Retaliation, Or Racial and Ethnic Harassment.~~

To contact the ~~Affirmative Action~~ University Office of Equal Opportunity:

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<sup>26</sup> [Why a different standard for faculty and staff?](#)

<sup>27</sup> [Suggest omitting from Manual.](#)

Norman Campus  
Room 102, Evans Hall  
325-3546

Health Sciences Center Campus  
Room ~~44~~ 113 , ~~Library~~ Service Center Building  
271-2110

(RM, 9-95, p. 24621; 1-14-97, p. 25260 and 25263)



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**GRIEVANCE PROCEDURE FOR ~~EQUAL OPPORTUNITY COMPLAINTS BASED UPON DISCRIMINATION, SEXUAL HARASSMENT, SEXUAL ASSAULT, CONSENSUAL SEXUAL RELATIONSHIPS, RETALIATION, OR RACIAL AND ETHNIC HARASSMENT~~**

<sup>28</sup>

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A. WHAT IS COVERED AND WHO MAY USE PROCEDURE

The grievance procedure embodied herein shall be available to any person who, at the time of the acts complained of, was employed by, was an applicant for employment with, or was enrolled as a student at the University of Oklahoma.

B. FILING OF COMPLAINT

This procedure applies to ~~P~~persons who have complaints alleging discrimination based upon race, color, national origin, sex, age ~~40 or above~~, religion, disability, political beliefs, or status as a veteran or complaints alleging sexual harassment, consensual sexual relationships, retaliation, or racial and ethnic harassment (together, “discrimination and harassment or retaliation”). Such persons may file ~~them~~their complaints in writing with the University Equal Opportunity and Affirmative Action Officer, hereafter referred to as EO/AA Officer, or with their department head/chair, academic dean, or administrative supervisor. These individuals and the EO/AA Officer or the EO/AA Officer designee are referred to as “Administrator.”

Complainants who exercise their right to use this procedure agree to accept its conditions as outlined. Where multiple issues exist; (i.e., e.g., sexual harassment and violation of due process or grade appeal), the complainant must specify all of the grounds of the grievance of which the complainant knows or should have reasonably known at the time of filing. A grievance filed under this procedure may normally not be filed under any other University grievance procedure. Depending on the nature of the issues involved, the complainant will be advised by the EO/AA University Equal Opportunity Officer or his/her designee about the appropriate procedure(s) to utilize.

C. TIMING OF COMPLAINT

Any complaint must be filed with the EO/AA University Equal Opportunity Officer ~~or other appropriate administrator~~ within 180 calendar days of the act of alleged discrimination or harassment, or retaliation. The University Equal Opportunity Officer ~~All other time periods may be reasonably extended by the administrator~~ all other time periods.

D. ADMINISTRATIVE ACTION

- 1) The University recognizes its obligation to address incidents of discrimination, ~~and~~ harassment, or retaliation on campus when it becomes

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<sup>28</sup> This is a procedure, rather than a policy. Suggest including in Handbooks only.

aware of their existence. ~~e~~Even if no complaints are filed, the University reserves the right to take appropriate action unilaterally under this procedure.

- 2) With respect to students, the University Vice President for Student Affairs ~~Vice Provost for Educational Services and Dean of Students~~ or other appropriate persons in authority may take immediate administrative or disciplinary action which is deemed necessary for the welfare or safety of the University Ccommunity. Any Norman Campus student so affected must be granted appropriate due process ~~including a proper hearing.~~ A-For Norman Campus students, a campus disciplinary council. ~~Any hearing involving disciplinary suspension or expulsion shall be conducted by a campus disciplinary council.~~ in accordance with Title 13, Section 1.2. ~~of the Student Code.~~ shall conduct any hearing involving disciplinary suspension or expulsion. Lesser administrative or disciplinary action may be appealed to the University Vice President for Student Affairs ~~Vice Provost for Educational Services and Dean of Students~~. Such requests must be in writing and filed within seven calendar days following the summary action. The University Vice President for Student Affairs ~~Vice Provost for Educational Services and Dean of Students~~ will issue a written determination to the student within three working days following the date the request is received.
- 3) With respect to employees, upon a determination at any stage in the investigation or grievance procedure that the continued performance of either party's regular duties or University responsibilities would be inappropriate, the proper executive officer may suspend or reassign said duties or responsibilities or place the Iindividual on leave of absence pending the completion of the investigation or grievance procedure.

#### WITHDRAWAL OF COMPLAINT

The complainant may withdraw the complaint at any point ~~during the investigation or~~ prior to the adjournment of a formal hearing.

#### CONFIDENTIALITY OF PROCEEDINGS AND RECORDS

Investigators and members of the Hearing Panel reviewing the grievance are individually charged to preserve confidentiality with respect to any matter investigated or heard. A breach of the duty to preserve confidentiality is considered a serious offense and will subject the offender to appropriate disciplinary action. Parties and witnesses also are admonished to maintain confidentiality with regard to these proceedings.

All records, involving discrimination, ~~or~~ harassment, or retaliation, upon disposition of a complaint, shall be transmitted to and maintained by the ~~EO/AA~~ University Equal Opportunity Officer as confidential records except to the extent disclosure is required by law. ~~This includes records of complaints handled by administrators.~~

PROCEEDINGS <sup>29</sup>

## INVESTIGATION

Upon receipt of a complaint, the ~~EO/AA~~ University Equal Opportunity Officer ~~or other appropriate administrator~~ is empowered to investigate the charge, ~~to~~ interview the parties and others, and ~~to~~ gather ~~any~~ pertinent evidence. The investigation should be completed within 60 calendar days of receipt of the complaint, or as soon as practical. If a time period is extended for more than 10 calendar days, the ~~EO/AA~~ University Equal Opportunity Officer will provide written or oral notice of reason for extension to all parties involved. The investigator shall prepare a record of the investigation.

In arriving at a determination of a policy violation, at any stage of the proceedings, the evidence as a whole and the totality of the circumstances and the context in which the alleged incident(s) occurred shall be considered. The determination will be made from the facts on a case-by-case basis.

Upon completion of the investigation, the ~~EO/AA~~ University Equal Opportunity Officer ~~or other administrator~~ is authorized to take the following actions:

- a) Satisfactory Resolution—Resolve the matter to the satisfaction of the University and both the complainant and the respondent. If a resolution satisfactory to the University and both parties is reached through the efforts of the ~~EO/AA~~ University Equal Opportunity Officer ~~or other administrator~~, ~~the administrator~~ he or she shall prepare a written statement indicating the resolution. At that time, the investigation and the record thereof shall be closed.
- b) Dismissal—Find that no policy violation occurred and dismiss the complaint, giving written notice of said dismissal to each party involved. Within 15 calendar days of the date of the notice of dismissal, the complainant may appeal said dismissal in writing to the ~~EO/AA~~ University Equal Opportunity Officer by requesting a hearing according to the provisions of ~~Section G.2~~ this policy. If no appeal is filed within the 15 calendar day period, the case is considered closed.
- c) Determination of Impropriety
  - 1) Make a finding of impropriety and notify the parties of the action to be taken. Either party has the right to appeal said determination in writing within 15 calendar days of the date of the notice of determination to the ~~EO/AA~~ University Equal Opportunity Officer by requesting a hearing according to the provisions of ~~Section G.2~~ this policy. If no appeal is filed within the 15 calendar day period, the case is considered closed.

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<sup>29</sup> Better suited for Handbooks. Suggest omitting from Manual.

- 2) In the case of a complaint against a faculty member, the administrative investigator may determine that the evidence is sufficiently clear and serious so as to warrant the immediate commencement of formal proceedings as provided in the ~~Abrogation of Tenure, Dismissal Before Expiration of a Term Appointment, and Severe Sanctions~~ sections of the Faculty Handbook. If the President concurs with the ~~administrator's~~ investigator's finding, the case may be removed at the option of the accused from the grievance proceedings contained herein, and further action in the case shall be governed by the ~~Abrogation of Tenure, Dismissal Before Expiration of a Term Appointment, and Severe Sanctions~~ section in the Faculty Handbook. Otherwise, this policy and procedure shall apply.

~~The specific provisions proscribing these policies and detailed procedures are set forth in the Faculty Handbooks of the respective campuses of the University of Oklahoma, and the Staff handbook. Any modification to a Regent's policy in these handbooks must be made through action of the Board of Regents~~

(The text below appears in the Norman Campus and Health Science Center Faculty Handbooks)

## HEARING

*Request for a Hearing Under the Grievance Procedure for Equal Opportunity Complaints Based upon Discrimination, Sexual Harassment, Sexual Assault, Consensual Sexual Relationships, Retaliation, or Racial and Ethnic Harassment:*

- 1) Appeals and complaints unresolved following an investigation may result in a hearing before a hearing panel selected from the membership of the Committee on Discrimination and Harassment as described below. For the Norman eCampus, faculty versus faculty grievances with multiple issues are heard by the Faculty Appeals Board. The request for a hearing is to be addressed to the EO/AA University Equal Opportunity Officer.<sup>30</sup>
- 2) The request for a hearing must contain the particular facts upon which the policy violation allegation is based as well as the identity of the appropriate respondent(s). The University Equal Opportunity Officer shall give Aa copy of the request shall be given to the proper respondent(s) by the EO/AA Officer.
- 3) The respondent's W written response to the request for a ~~formal~~ hearing must be sent to the EO/AA University Equal Opportunity Officer within 10 calendar days of receiving notice that a formal hearing has been requested. A copy of the response shall be given to the party requesting the hearing.

### *Selection of a Hearing Panel*

Within 10 calendar days following receipt of the written request for a hearing, the EO/AA University Equal Opportunity Officer shall initiate the process to determine the members of the Hearing Panel ~~who are to conduct a hearing.~~

A five-member hearing panel will be chosen by the parties to the complaint from: on the Health Sciences Center, the twenty-four ~~(24)~~ member Committee on Discrimination and Harassment; and on the Norman Campus, from the sixteen ~~(16)~~ member Committee on Discrimination and/or the fifty ~~(50)~~ member Faculty Appeals Board.

A Committee on Discrimination and Harassment shall be established on each campus and composed of: on the Health Sciences Center, eight ~~(8)~~ staff members, eight ~~(8)~~ students, and eight ~~(8)~~ faculty members; and on the Norman Campus, eight ~~(8)~~ staff members and eight ~~(8)~~ student members, with faculty representation being selected from the Faculty Appeals Board. On the Norman Campus, five ~~(5)~~ staff will be appointed by the Staff Senate and five ~~(5)~~ students will be appointed by UOSA; the President will appoint three ~~(3)~~ staff and three ~~(3)~~ students. At the

<sup>30</sup>Seems inconsistent with Section 2 "Academics," page 50.

Health Sciences Center, eight ~~(8)~~ faculty will be appointed by the Faculty Senate, eight ~~(8)~~ staff members will be appointed by the Employee Liaison Council, and eight ~~(8)~~ students by the Student Government Association. The terms of appointment shall be for three ~~(3)~~ years with initial terms of 1, 2, and 3 years in each category to provide the staggered membership, except that each student shall be appointed for a one-year term.

The selection process shall be in the following manner: ~~†The complainant and the respondent alternately select two names~~ select five ~~(5)~~ names each from the pool. ~~The names will be listed in rank order with name number one (†) on each list being the preferred panelist. The University Equal Opportunity Office staff will contact the individuals in the order selected. The first two names on each list who are available to serve will make up the Hearing Panel.~~ Those selected choose a fifth name from the pool to serve as chair. If the four panelists cannot agree on the fifth, the names of the five additional Committee members will be drawn by lottery. Each panelist will strike one name off the list of five names. The remaining person shall be the fifth panelist. Either party to the complaint may ask the ~~EO/AA~~ University Equal Opportunity Officer to disqualify any member of the Hearing Panel ~~upon a showing of cause. Such requests will be in writing and show sufficient grounds for removal.~~ Furthermore, no panelist shall be expected to serve if he/she feels that a conflict of interest exists. Replacements shall be selected in the same manner as the original panel.

#### *Pre-Hearing Orientation Conference* <sup>31</sup>

Within 10 calendar days of receiving notification, or as soon as practical, the Chair shall convene the Hearing Panel for an ~~informal orientation, and~~ discussion of the grievance, and a decision as to whether there exist adequate grounds for an ~~informal~~ hearing. ~~The parties involved and the EO/AA University Equal Opportunity Officer shall be present during the informal discussion orientation conference. Prior to the informal discussion, the EO/AA Officer shall conduct an orientation.~~ Each ~~Hearing p~~Panel member shall be given a copy of the ~~h~~Hearing ~~g~~Guidelines, written complaint, the request for a hearing, and the written response. ~~No witnesses or evidence will be heard.~~

#### *Informal Hearing*

If the Hearing Panel determines that adequate grounds for an informal hearing exists, the Chair shall convene the Hearing Panel for an informal hearing. The parties involved will be present a summary of their cases. at the informal hearing. No witnesses will be heard.

At all meetings, each party may be accompanied by an adviser. In the event that a party chooses to be advised by an attorney, he/she may do so at his/her expense. If an adviser is used, the name of the person so assisting must be furnished to the Hearing Panel and the other party 10 calendar days in advance of the ~~pre-hearing conference~~ informal hearing. Advisers may advise their clients at the ~~pre-hearing conference~~ informal hearing but may not directly address the Hearing Panel.

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<sup>31</sup> ~~We recommend combining this sections with the Informal Hearing Section below.~~

If the ~~Hearing Panel~~ decides at its ~~pre-hearing conference~~ informal hearing that there is no basis for a hearing, it shall recommend report the determination in writing to the proper Executive Officer ~~with that the matter be dismissed and shall send~~ a copy to the President and the ~~EO/AA~~ University Equal Opportunity Officer. The Executive Officer shall render his or her decision on the matter in writing to each of the parties involved in the informal proceedings.

### Formal Hearing Guidelines <sup>32</sup>

The ~~Hearing p~~Panel shall be convened by the ~~Affirmative Action~~University Equal Opportunity Officer for further orientation prior to the formal hearing. Each ~~Hearing p~~Panel member shall be given a copy of the Hearing Guidelines.

~~The hearing panel procedures in conducting a hearing shall be established with reference to the Hearing Guidelines and shall provide that the parties may present all of the evidence that they consider germane to the determination. Further, the parties may call witnesses to testify and may cross-examine witnesses called by the other party. The hearing shall be closed unless all principals in the case agree to an open hearing. Audio tape recordings of the proceedings shall be arranged by the Chair of the Hearing Panel and paid for by the University. Transcripts may be charged to the requesting party. In cases of alleged sexual assault on students, the accuser and the accused are entitled to the same opportunities to have others present during a campus disciplinary proceeding and both shall be informed of the outcome of the proceeding.~~

After the pre-hearing conference, if a party wishes to have an adviser present at any stage of the hearing he/she must notify the Hearing Panel Chair and other party(ies) that an adviser has been retained at least 10 calendar days in advance of the scheduled hearing. Advisers may advise their clients at the hearing but may not directly address the Hearing Panel or witnesses, except as required for student disciplinary hearings leading to suspension or expulsion.

~~The Chair of the Hearing Panel shall notify the parties of the date, time and location of the hearing. Parties are responsible for giving such notice to their witnesses. The hearing shall be scheduled to reasonably ensure that the complainant, respondent, and essential witnesses are able to participate.~~

Upon request, University Legal Counsel may serve as an adviser to the Hearing Panel.

In the event that the ~~h~~Hearing ~~p~~Panel determines the need for a formal hearing, the Chair will convene the ~~Hearing p~~Panel and the parties for a formal hearing. The ~~Hearing Panel~~ procedures shall be established with reference to the Hearing Guidelines and shall provide that the ~~aprties~~ parties may present all the evidence that they consider germane to the determination. Further, the parties may call witnesses to testify and may cross-examine witnesses called by the other party. The hearing shall be closed unless all principals in the case agree to an open hearing. Audio tape recordings of the proceedings shall be arranged by the Chair and paid for by the University. Transcripts may be charged to the requesting party. In cases of alleged sexual assault on students,

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<sup>32</sup> Jerry Jensen needs to review, as several paragraphs are duplicates and the process is confusing (both orientation and informal hearing?)

the accuser and the accused are entitled to the same opportunities to have others present during a campus disciplinary proceeding and both shall be informed of the outcome.

The Chair shall notify the parties of the date, time and location of the formal hearing. Parties are responsible for giving such notice to their witnesses. The hearing shall be scheduled to reasonably ensure that the complainant, respondent, and essential witnesses are able to participate.

In the event the matter is resolved to the satisfaction of all parties prior to completion of the formal hearing, a written statement shall indicate the agreement recommended by the parties and shall be signed and dated by each party and by the Chair. The recommendation will be referred to the appropriate executive officer for final determination.<sup>33</sup>

~~Satisfactory Resolution Prior to Hearing Completion—In the event the matter is resolved to the satisfaction of all parties prior to completion of the hearing, a written statement shall indicate the agreement recommended by the parties and shall be signed and dated by each party and by the Chair of the Hearing Panel. The recommendation will be referred to the appropriate Executive Officer for final determination.~~

### Hearing Panel's Findings and Recommendations

In the event that no solution satisfactory to the parties is reached prior to the completion of the hearing, the Hearing Panel shall make its findings and recommendations known to the proper Executive Officer, with copies to the President ~~of the University~~ and the EO/AA University Equal Opportunity Officer. The Hearing Panel's report, with its findings and recommendations, shall be prepared and properly transmitted within seven (7) calendar days after conclusion of the hearing.

### *Executive Officer's Decision*

Within 15 calendar days of receipt of the Hearing Panel's findings and recommendations, the proper Executive Officer shall inform the complainant and the respondent of the findings of the Hearing Panel and the Executive Officer's decision. A copy of the Executive Officer's decision shall be transmitted to the Chair of the Hearing Panel, with copies to the President ~~of the University~~ and the EO/AA University Equal Opportunity Officer. ~~In a case investigated initially by an administrator, the administrator also shall be informed of the Officer's decision.~~ In the event the allegations are not substantiated, reasonable steps in consultation with the accused may be taken to restore that person's reputation.

### *Appeal to the President*

The Executive Officer's decision may be appealed to the President within 15 calendar days of being notified of the Executive Officer's decision, prospective action or of action taken, whichever is earlier. If the President does not act to change the decision of the Executive Officer

<sup>33</sup> Jerry Jensen needs to review our edits.



within 15 calendar days of receiving the appeal, the decision of the Executive Officer shall become final under the executive authority of the President.

To contact the [University](#) Equal Opportunity and Affirmative Action Office:

Norman Campus

Room 102, Evans Hall

325-3546

Health Sciences Center Campus

Room 114 ~~3, Library~~ Service Center Building

271-2110

(RM 1-14-97, p. 25260; 1-26-99, p. 26226) (End Norman Campus and Health Science Center text)

### 3.3 — RETIREMENT ~~PLAN~~ POLICY

#### *Effective Date*

The provisions of the University of Oklahoma Retirement Policy (“Policy”) shall be effective July 1, 2002.

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#### I. SUPERCEDED

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From the Effective Date, all previous versions of the Policy are hereby superseded.

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#### II. GENERAL

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Eligible Employees of the ~~Institution~~-University are entitled to certain benefits following the completion of a designated number of years of employment, the attainment of specified ages, or satisfaction of other requirements as set forth in this Policy.

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#### III. DEFINITIONS<sup>34</sup>

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Unless a different meaning is clearly indicated by the context, certain terms used in this Policy will have the following meanings:

- A) “Benefits” means those benefits which are provided Eligible Retirees under this Policy.
- B) “Benefits Eligible” means the determination by the ~~Institution~~-University in accordance with its standard personnel policies applicable to similarly situated Eligible Employees that an Eligible employee is eligible for benefits under this Policy.
- C) “Board” means the Board of Regents of the University of Oklahoma.
- D) “Defined Contribution Plan” means the University of Oklahoma Defined Contribution Retirement Plan which is a fully-funded benefit program made available to Eligible Employees who satisfy the eligibility requirements set forth in the plan.
- E) “Disability” means either a Temporary Disability or a Permanent Disability incurred by an Eligible Employee with at least 10 Years of Service. A “Temporary Disability” is defined as the inability to perform on a full-time basis the essential, regular occupational duties because of sickness or injury

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<sup>34</sup> [All Retirement policies are better suited for Handbooks. Suggest omitting from here through page 239.](#)

for up to a 24-month period after paid leave and ~~short term disability has extended sick leave have~~ been exhausted. “Permanent Disability” is defined as the inability to perform the essential, regular duties of any occupation for wage or profit due to an illness or injury of a terminal or degenerative nature.

- F) “Disability Benefits” means benefits provided under the Health Plan for the Eligible Employee and the right to elect to cover his/her dependents if the Eligible Employee pays the premium for such coverage and such Eligible Employee has participated in the Health Plan as required under Section VII.A.5 herein.
- G) “Eligible Employee” means any employee of the ~~Institution-University~~ who (i) is approved to work on a .50 full-time equivalency basis or more as determined under the ~~Institution’s-University’s~~ standard personnel policies, (ii) is designated by the ~~Institution-University~~ to be Benefits Eligible as determined under the ~~Institution’s-University~~ -standard personnel policies, and (iii) is eligible to participate in the Defined Contribution Plan and/or TRS. The foregoing (i), (ii) and (iii) are the “eligibility requirements” to be covered by the Policy (“Eligibility Requirements”). However, the term Eligible Employee does not include a person whose employment is incidental to his or her educational program or whose employment is not continuous for a period of at least six months or more. Provided, the following employees shall also be included as Eligible Employees under the Policy if they satisfy the Eligibility Requirements:<sup>35</sup>
- 1) Employees hired by the ~~Institution-University~~ and classified in accordance with the ~~Institution’s-University~~ standard personnel policies as “temporary employees” and who are regularly employed on a .50 full-time equivalency basis for a period of six months or more without a break in service of 90 consecutive days or more during such six-month period will be Eligible Employees and will enter the Policy as of the first day of the month coinciding with or next following the expiration of such six-month period;
  - 2) Employees hired by the University and classified as “post doctoral fellows” and located on the ~~Institution’s-University’s~~ Norman, ~~Oklahoma~~ Campus; provided, “post doctoral fellows” hired by the ~~Institution-University~~ on or after January 1, 2002, shall not be eligible to participate in the Policy regardless of location;
  - 3) Employees hired (or rehired) by the ~~Institution-University~~ on or after attaining the age of ~~55~~ 45 years, regardless ~~if of whether~~ participating in TRS;

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<sup>35</sup> Items 1-6 need to be verified by Human Resources

- 4) Regular faculty members who are on sabbatical or other authorized leave of absence as provided in the ~~Institution's~~ University's standard personnel policies;
- 5) Employees hired by the ~~Institution~~ University and funded through grants and classified as “academic researchers” in accordance with the ~~Institution's~~ University's standard personnel policies; or, a regular faculty member at HSC approved to work on a .50 full-time equivalency basis or more and who earns \$9,000 or more from HSC; and
- 6) Employees hired by the ~~Institution~~ University and classified as visiting faculty in accordance with the ~~Institution's~~ University's standard personnel policies and such individual elects to participate in TRS, in which event such individual will be an Eligible Employee while participating in TRS. Provided, the foregoing shall be applicable to visiting faculty hired by the ~~Institution~~ University and located at HSC on or after October 1, 2001.
- H) “Eligible Retirees” ~~mean~~ are those Eligible Employees retired from the ~~Institution~~ University and are eligible to receive Benefits under the Policy.
- I) “HSC” means the University of Oklahoma Health Sciences Center located in Oklahoma City; ~~Oklahoma~~ and Tulsa; ~~Oklahoma~~.
- J) “Health Plan” means the University’s medical benefits plan.
- K) ~~“Institution” or “Institutions”~~ University means the employment(s) under the jurisdiction of the Board of Regents which employs the Eligible Employees who become eligible for benefits under this Policy, namely; ~~THE~~ the University UNIVERSITY OF OKLAHOMA, Norman ORMAN AND Tulsa ULSA CAMPUS Campus; University NIVERSITY OF of Oklahoma KLAHOMA Health HEALTH Sciences CIENCES Center ENTER, and Oklahoma KLAHOMA City ITY AND and Tulsa ULSA Campuses AMPUS.
- L) “Member” refers to an Eligible Employee who is a member of TRS on an optional or mandatory basis. Eligibility for membership in TRS is defined by the Board of Trustees of TRS.
- M) “Phased Retirement” means retirement from the ~~Institution~~ University as provided in Article IX hereof.
- N) “Policy” means the University of Oklahoma Retirement Policy.
- O) “Policy Administrator” means the ~~Institution~~ University or its delegate who is charged with the administration of the Policy.
- P) “Retirement” is the termination of employment of Eligible Employees after satisfying certain criteria of length of service, age, and employment status as

provided in this Policy and specifically Section V herein, entitling them to Benefits.

- Q) “TRS” means the Teacher’s Retirement System of Oklahoma.
- R) “Social Security” means the federal Social Security benefits program.
- S) “Supplement” means a monetary Benefit due certain retired University Employees hired before July 1, 1991, who are also eligible to receive retirement income from TRS. This Benefit is paid from the current operating funds of the ~~Institution~~ University subject to the statutes of the State of Oklahoma as a “Supplement” to benefits from TRS, Social Security, and the Defined Contribution Plan. Effective July 1, 1991, the option for new Eligible Employees to qualify for a Supplement was eliminated. Additionally, any Eligible Employee participating in the Defined Contribution Plan who exercised the transferability option after October 1, 1992, would not qualify for a Supplement. Increases: Supplements for Eligible Retirees who qualify for the Supplement will be increased annually by whatever average percentage increase is provided for active Eligible Employees in the ~~respective Institution~~ University where such Eligible Employee was working at the time payments of his/her Supplement commenced. The ~~Institution~~ University has determined that no Eligible Employees will qualify for a Supplement under the Policy as it previously existed. Accordingly, the Supplement shall only be paid to those employees who have previously qualified for and/or are receiving the Supplement in accordance with the terms of the Policy prior to this amendment and restatement.
- T) “University” means the University of Oklahoma, ~~a governmental entity~~.
- U) “Vesting” means the date on which an Eligible Employee acquires, by satisfying the time and/or age requirements, the right to receive Benefits.
- V) “Years of Service” means for the purpose of calculating eligibility for Benefits under this Policy only those completed years, months and days for which the Eligible Employee was a “Benefits Eligible” Eligible Employee at all times or was on sabbatical and military leave from and approved by the ~~Institution~~ University.
- 1) One Year of Service credit will be received for each four years of verified employment service at any accredited institution of higher education other than the ~~Institution~~ University, up to a maximum of five additional years. Other higher education employment must have been full-time and for not less than nine months each year of employment. Credit for service of fractions of less than four full years will not be given. This Section V. 1 shall not be applicable with respect to any Eligible Employee hired by the ~~Institution~~ University on or after January 1, 2002.

- 2) If an Eligible Employee terminates employment, and is subsequently reemployed by the ~~Institution~~University, then, unless otherwise credited under this Policy, the period during which such Eligible Employee was absent shall be disregarded and the period of employment service both before and after such period of absence shall be aggregated to determine the total number of Years of Service earned by the Eligible Employee.

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#### IV. RETIREMENT

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An Eligible Employee may retire from the ~~Institution~~University and be eligible for Benefits due to Retirement after satisfying any of the requirements of the following Subsections A, B, C, D or E, as applicable. The requirement that an Eligible Employee must satisfy any of the following requirements to be eligible for Benefits does not require that any Eligible Employee retire or terminate employment with the ~~Institution~~University upon attainment of any specified age. Retirement from the ~~Institution~~University is a voluntary act by the Eligible Employee, and the ~~Institution~~University does not have any requirement mandating that an Eligible Employee terminate employment with the ~~Institution~~University solely by attainment of a specified age. However, Benefits will not be paid and/or provided until actual retirement from the ~~Institution~~University occurs except for Eligible Employees who qualify for Phased Retirement.

- A) Optional Retirement Age: An Eligible Employee can retire after attaining at least age 62 with at least 10 Years of Service.
- B) Disability Retirement: An Eligible Employee can retire after earning at least 10 Years of Service if the Eligible Employee incurs a Disability.
- C) Phased Retirement: An Eligible Employee may begin Phased Retirement on the first of any month after having attained at least age 55, subject to meeting other eligibility requirements as provided in Article VIII.
- D) 25 Years of Service: An Eligible Employee may retire regardless of age after earning at least 25 Years of Service.
- E) Rule of 80: An Eligible Employee may retire when actual age at last birthday plus Years of Service equals 80 or more.

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#### V. RETIREMENT DATE:

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The effective date of retirement for an Eligible Employee will be the first of any month following the attainment of the age and/or service requirement(s) as provided in V., above, as applicable, and the Eligible Employee ceases to be an employee of the ~~Institution~~University. The exception to this rule is Eligible Employees who qualify for Phased Retirement may still continue in the employ of the ~~Institution~~University.

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**VI. BENEFITS SOURCES**

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**MONETARY****SOCIAL SECURITY:**

For those fully insured and eligible under Social Security, a monthly retirement amount is available.

- 1) Participation. All Eligible Employees, irrespective of age, except students and non-resident aliens, are mandatory contributors to Social Security.
- 2) Contributions. Contributions are made by payroll withholding. Each Eligible Employee is taxed at a fixed percentage on all salary/wages received on a calendar year basis as determined by the Social Security Administration. The ~~Institution~~ University matches these contributions as required under Social Security.
- 3) Benefit. Responsibility for the calculation of the exact benefit to be paid is determined by Social Security. ~~See Social Security for a description of these benefits.~~

**TEACHERS' RETIREMENT SYSTEM ~~of~~ OF OKLAHOMA (TRS)**

TRS is administered by TRS, and all decisions regarding TRS including, by example, eligibility for amounts of benefits, is determined solely by TRS. ~~See the booklet provided by TRS for a description of and eligibility for benefits under TRS.~~

Participation. Membership is mandatory for all faculty, executive officers, administrative officers, and all administrative, professional and managerial staff Eligible Employees who work .50 full-time equivalency basis or more for six months or more.

- a) The following are optional Members:
  - Benefit Eligible hourly Eligible Employees;
  - Visiting faculty;
  - Temporary and intermittent instructors and lecturers on the Norman Campus, or
  - Eligible Employees hired on or after age 5545.
- b) The following cannot participate in TRS: Benefit Eligible Oklahoma Health Sciences Center faculty where University salary is less than the

salary provided by an institution affiliated with the University, whether such affiliation is by common governance or by contract.

- c) Enrollment is automatic the month after the Eligible Employee achieves eligibility. However, Eligible Employees need to enroll formally in order to designate a beneficiary.

## 2) Contributions

Rate and base for TRS contributions are determined by the TRS ~~Trustees~~ and announced each fiscal year.

- 3) Benefits. The retirement formula used to determine the maximum monthly retirement benefit is determined by the TRS ~~Trustees~~.

Actuarial reductions are made for earlier retirement. Special TRS rules exist for 30-year retirements and "Rule of 80" retirements. Members joining TRS on or after July 1, 1992, must satisfy the "Rule of 90." Also, special provisions exist for purchasing credit for out-of-state and military service.

## DEFINED CONTRIBUTION PLAN:

### 1) Participation.

All "eligible employees" as defined in the Defined Contribution Plan who are age 28 and older, or who have three or more Years of Service participate in the Defined Contribution Plan. The age 28/3 year rule will be waived for any individual entering University employment from another institution in which he/she participated in a TIAA-CREF or similar plan. Waivers are also granted for those individuals who do not qualify for TRS membership because of age or because they are geographic full-time faculty members at the Health Sciences Center whose base salary distributions do not qualify them for TRS membership. See the Defined Contribution Plan for a description of and eligibility for benefits under the Defined Contribution Plan.

### 2) Contributions. Based on rules of the Defined Contribution Plan.

- 3) Benefits. The retirement benefit will be based on total accumulations and age at the time of Retirement or other termination of employment from the Institution.

## DISABILITY

An Eligible Employee who has completed 10 Years of Service with the ~~Institution~~ University is eligible to apply for Disability Benefits under this ~~P~~ policy. Written proof of ~~D~~ disability by a physician is required by the ~~Institution~~ University.

- 1) To apply for the Disability benefits with the ~~Institution~~ University, an Eligible Employee should contact the University's Benefits Office to schedule a



counseling session. Disability statements must be completed by the employee and the physician(s). The physician(s) must provide medical documentation to substantiate the diagnosis of Disability. When all statements are completed, they should be returned with medical records to the University's Benefits Office for processing.

- 2) Disability applications are reviewed and the final determination of Disability is derived primarily from medical documentation but may also be inclusive of other pertinent information (i.e., administrative, environmental). Approval or denial of Disability Benefits may be recommended by the University's Director of Human Resources. Legal Counsel and the Medical ~~Director~~ Director of the University's Goddard Health Center may be asked to review applications and assist in the determination of eligibility in more complex or questionable cases. When an application review is completed, the ~~Institution~~ University will make a Disability determination based on three options:
  - (a) Temporary Disability;
  - (b) Permanent Disability; or
  - (c) Not Eligible for Benefits due to Disability.
- 3) At any time deemed reasonable and necessary, the ~~Institution~~ University reserves the right to review an active Disability case to determine whether the recipient continues to qualify for Disability Benefits.
- 4) Disability Benefits recipients will be responsible for notifying the University in the event gainful employment is obtained. Upon receipt of notification, the University will terminate Disability Benefits immediately. If the Disability recipient fails to notify the University, and notification of the recipient's employment is otherwise received, Disability Benefits will terminate retroactively to the date employment began. The University will send written notification to the Disability recipient that Disability Benefits received on and/or after the recipient's employment date ~~will be~~ are due and payable to the University.
- 5) All decisions with regard to whether an Eligible Employee has a Disability and is entitled to Benefits due to Disability and shall be made in the sole discretion of the University.

#### RETIREE HEALTH INSURANCE

Eligible Retirees ~~who are not eligible for coverage with the State Health Plan through TRS (including all new retirees after July 1, 1995)~~ as described in Subsection (a) below, may continue coverage under the Health Plan as provided in Subsection (d) below if they meet the requirements for University Retirement. If an Eligible Retiree meets the conditions in this policy for coverage under the Health Plan, the Eligible Retiree shall be eligible for the standard coverage under HealthChoice High Option, at the University's expense ~~University Health Care Option 2 (the "Standard Coverage")~~ at the ~~Institution's~~ University's expense for the year beginning July 1,

~~2002, and ending June 30, 2003,~~ in addition to any Coverage options available to Eligible Retirees under the Health Plan. If an Eligible Retiree shall elect coverage (“Elected Coverage”) other than Standard Coverage, the Eligible Retiree shall pay the cost difference between Standard Coverage and Elected Coverage. The ~~Institution-University~~ shall notify each Eligible Retiree of the total cost for Elected Coverage, the amount contributed by the ~~Institution-University~~ for Standard Coverage and the amount due, if any, for the Eligible Retiree for Elected Coverage (the ‘Eligible Retiree’s Share’). ~~Failure on the part of the Eligible Retiree to remit the Eligible Retiree’s Share will cause the Eligible Retiree to be covered by Standard Coverage for the year beginning July 1, 2002, and ending June 30, 2003.~~ The Eligible Retiree’s cost for Elected Coverage and Standard Coverage may be different for Eligible Retirees and Eligible Employees and may vary year to year. The University is committed to providing the same health coverage options to Eligible Retirees as is available for Eligible Employees;~~;~~ however, the University reserves the right to amend, modify, or terminate any provisions of the ~~P~~policy by ~~b~~Board of ~~R~~egents resolution ~~at any~~ time. Eligible Retirees will continue to be able to insure eligible dependents in accordance with the rules of the Oklahoma State and Education Employees Group Insurance Board (OSEEGIB) that administers the Health Plan. ~~by paying the premium if such dependents are enrolled in the Health Plan when the Eligible Retiree terminates employment for from the Institution-University due to Retirement.~~ After Eligible Retirees (and their dependents) become eligible for Medicare primary coverage, ~~Institution-University~~ insurance continues as secondary coverage. Eligible Retirees and their dependents who reach age 65 must enroll in both Medicare A and B. The Health Plan provides that Part B benefits will be treated as having been paid, whether or not the retiree/dependent is enrolled in Part B. Notwithstanding the requirement that the dependents of the Eligible Employee must be enrolled in the Health Plan on the date when the Eligible Retiree retires from the ~~Institution-University~~, subsequent to such Retirement, the eligible Retiree may add additional eligible dependents due to the marriage or divorce of the Eligible Retiree or birth or adoption of an additional dependent. The foregoing events shall be classified as a “change in family status”.~~”~~ Any modifications with respect to the addition or deletion of dependents by the Eligible Retiree to the Health Plan must be made within 31 days of the occurrence of the “change in family status”.~~”~~ “Eligible dependents” for the purposes of the Policy shall include the Eligible employee’s spouse, unmarried children up to the age of 19, foster children up to the age of 19, unmarried children up to the age of 25 if attending an accredited school on a regular basis in an attempt to pursue an academic ~~career degree~~ while attending such school and such child is dependent upon the Eligible Employee for principal support and maintenance and is not covered under any other group health plan by reason of employment. See the Summary Plan Description which relates to the Health Plan for a description of and eligibility for benefits under the Health plan.

- 1) Any Eligible Employees who ~~is~~ are eligible for the State and Education Employees Group Health Plan through TRS will have their health benefits in accordance with that plan. Retiree health coverage is an ~~Institution-University~~-paid Benefit for this type of Eligible Employee (but not his/her dependents). This type of Eligible Employee must be enrolled in the State Health Plan and if eligible for Medicare, be enrolled in both Part A and B. Medicare will be primary with the State Health Plan being secondary. If the Eligible Employee or an insured dependent is not yet eligible for Medicare, the State Health Plan is primary.
- 2) Eligible Employees who are retiring with TRS but do not meet the requirements for Retirement and Benefits under this Policy may qualify to

purchase health and dental insurance under the Health Plan. Depending on the number of Years of Service, a portion of the premium may be paid by the ~~Institution~~ University in accordance with the ~~Institution's~~ University's standard personnel policies.

- 3) To be eligible to purchase this coverage under the Health Plan as described in Subsection (b) above, the Eligible Employee must have at least 10 Years of Service that is “Benefits Eligible” employment with the ~~Institution~~ University and provide a copy of the TRS final contract evidencing retirement under TRS. The cost to the Eligible Employee for this coverage will be as follows:

<p>With 10-14 Years of Service and eligible to retire from TRS:</p>	<p>Eligible Employee to purchase health and dental coverage (University <del>h</del>Health Care Plan &amp; Basic Dental Plan) by paying 100% of the cost, Coverage must be elected within 30 days of beginning TRS retirement benefit.</p>
<p>With 15-19 Years of Service and eligible to retire from TRS:</p>	<p><del>Institution</del> <u>University</u> will provide coverage (University Health Care Plan &amp; Basic Dental Plan) and pay 25% of the portion of the retiree premium for Standard Coverage otherwise paid by the <del>institution</del> <u>University</u>. An Eligible Employee will pay the remaining Cost. Coverage must be elected with 30 days of beginning TRS retirement benefit.</p>
<p>With 20 or more Years of Service and eligible to retire from TRS:</p>	<p>University will provide coverage (University Health Care Plan &amp; Basic Dental Plan) and pay 50% of the portion of the retiree premium for Standard Coverage otherwise paid by the <del>institution</del> <u>University</u>. Eligible Employee will pay the remaining cost. Coverage must be elected within 30 days of beginning TRS retirement benefit.</p>

- 4) In order ~~for the University to pay to be eligible~~ for the retiree-only Standard Coverage health insurance under the University Health Plan after Retirement or to be eligible ~~for the University to pay for to have~~ such coverage upon ~~incurrence~~ incurring of a Disability, the Eligible Retiree or Eligible Employee must have been participating in the University Health Plan immediately prior to Retirement (including Disability Retirement) for the required periods as follows:

RETIREMENT DATE BENEFIT

<del>July 1, 2001 through June 30, 2003:</del>	<del>Any Eligible Retiree or Eligible Employee may join the Health Plan and be eligible for retiree medical insurance coverage.</del>
July 1, 2003 <sub>a</sub> through June 30, 2004	To be eligible for retiree medical insurance, the Eligible Retiree must have at least one year of continuous participation in the Health Plan immediately prior to Retirement
July 1, 2004 <sub>a</sub> through June 30, 2005	To be eligible for retiree medical insurance, the Eligible Retiree must have at least two years of continuous participation in the Health Plan immediately prior to Retirement.
July 1, 2005 <sub>a</sub> through June 30, 2006	To be eligible for retiree medical insurance, the Eligible Retiree must have at least three years of continuous participation in the Health Plan immediately prior to Retirement
July 1, 2006 <sub>a</sub> through June 30, 2007	To be eligible for retiree medical insurance, the Eligible Retiree must have at least four years of continuous participation in the Health Plan immediately prior to Retirement.
July 1, 2007 <sub>a</sub> through June 30, 2008	To be eligible for retiree medical insurance, the Eligible Retiree must have at least five years of continuous participation in the Health Plan immediately prior to Retirement.
July 1, 2008 <sub>a</sub> and later	To be eligible for retiree medical insurance, the Eligible Retiree must have at least five years of continuous participation in the Health Plan immediately prior to Retirement.

For purposes of calculating years of continuous participation in the Health Plan, the same rules which are applicable for calculating whether the Eligible Employee has earned Years of Service will be applied.

DENTAL INSURANCE

~~Institution-University~~-paid dental coverage is provided for Eligible Retirees (but not dependents) meeting the specified age and service requirements for Retirement. Eligible Retirees will continue to be able to insure their eligible dependents by paying the premiums. Additional dental coverage through the State Health Plan is also available at retiree expense for Eligible Retirees or their dependents eligible for the State Health Plan.

## SURVIVING SPOUSE:

If the Eligible Retiree dies and he~~/or~~ she has a surviving spouse, such surviving spouse shall be eligible for continued coverage under the Health Plan as a “dependent” until the earlier of (i) the remarriage of surviving spouse, or (ii) the surviving spouse becomes eligible for other groups health insurance coverage. Once such coverage of the surviving spouse ceases, it may not be again provided under this Policy as a Benefit for such “surviving spouse”.

- A) Additional Benefits: Eligible Retirees, including Eligible Employees who otherwise meet the age and service requirements of this Policy but who are not Members of the TRS, are entitled to receive and participate in the additional Benefits.
  - 1) Life Insurance Conversion: All life insurance ceases upon retirement. However, Eligible Retirees who apply within 31 days of retirement are entitled to convert to a whole life policy for coverage up to a percentage of the final life insurance amount by paying a premium which is based on the attained age.
    - a) Eligible Retirees less than age 62 may purchase up to 50% of the coverage in force at retirement to a maximum of \$60,000. The minimum amount which can be purchased is \$10,000.
    - b) Eligible Retirees age 62 to 65 may purchase 25% of their pre-retirement amount with a maximum of \$25,000 and a minimum of \$5,000.
    - c) Insurance may be continued to age 65 or whenever the Eligible Retiree becomes eligible for another group life policy, whichever is earlier.
    - d) Application for life insurance after age 65 must be made within sixty days after attaining age 65. Premium is due from the effective date of continuation. Insurance will be continuous from the first day of the month following date of retirement.

## PARKING

Eligible Retirees are entitled to fee-free parking permits enabling them to park in campus lots.

## ID CARDS

Eligible Retirees are issued identification cards which allow them to access various retirement Benefits.

## ATHLETIC TICKETS

Eligible Retirees who maintain residence in the State of Oklahoma are entitled to continue purchasing tickets to athletic events at reduced rates.

## LIBRARY

Eligible Retirees can use [University Libraries](#) after retirement.

## COURSE ENROLLMENT

Eligible Retirees may participate in University academic courses subject to the fee waiver rules applicable to active Eligible Employees.

## UNIVERSITY CLUB/FACULTY HOUSE

Eligibility for membership [to the University Club or Faculty House](#) remains for Eligible Retirees.

## EMPLOYEE SEMINARS/FUNCTIONS

Continued participation [in employee seminars and functions](#) is available for Eligible Retirees.

## RECREATIONAL FACILITIES

~~Institution~~[University](#)-operated recreational facilities are available to Eligible Retirees on a fee-free basis. Some restrictions apply to golf privileges for those retiring on or after January 1, 1994.

**3.3.1—VII PHASED RETIREMENT**

GENERAL

This is a program which, with approval by the [Institution University](#), may be made available to any Eligible Employee with 10 or more Years of Service and retired under TRS effective the month after the individual attains age 55. Benefits cease on the June 30<sup>th</sup> following age 65. Its objective is to provide decreasing teaching/work responsibilities as the Eligible Employee approaches full retirement while providing insurance and other benefits at attractive levels.

APPLICATION

An individual who wishes to participate in Phased Retirement will be required to sign an agreement acknowledging the terms of the Phased Retirement. The agreement also will be signed by Chair/Account Sponsor of the paying account(s) and will include the negotiated “full-time equivalent” (“FTE”) and rate for the first and each ensuing year of the Phased Retirement. It will detail if and when the individual would be eligible to retire if he/she did not continue through the entire phasing.

BENEFITS

Effective Year	Maximum that may be Negotiated		
	FTE*	Salary*	TIAA
First Year	90%	90%	100%
Second Year	85%	85%	100%
Third Year	80%	80%	100%
Fourth Year	75%	75%	100%
Fifth Year	70%	70%	100%
Sixth Year	70%	70%	100%
Seventh Year	70%	70%	100%
Eighth Year	50%	50%	100%
Ninth Year	40%	40%	80%
Tenth Year	30%	30%	60%

\*Notes: ~~A person~~ [An employee](#) can enter the matrix at the beginning of any month after becoming eligible and attaining age 55. The FTE and the salary for the years indicated above are the maximums authorized for these respective years and are to be the results of the negotiation between Eligible Employee and the Account Sponsor or Committee “A” concerned and will be reflected in the Phased Retirement agreement. Under no circumstances will Phased Retirement be continued beyond June 30<sup>th</sup> of the fiscal year in which the Member attains age 65. In the event of withdrawal from Phased Retirement, no Benefits would be available unless the individual has attained age 62 or has 25 Years of Service, or is eligible for Disability Benefits. Whenever FTE/Salary drops below 75% FTE, TRS credit for each subsequent Year of Service will be proportional to the FTE so long as FTE remains at 50% or higher.

## SALARY

For the purpose of Phased Retirement, the percentage is applied against the individual's last annual appointed base salary prior to entering the Phased Retirement as adjusted by the average salary increase for the Eligible Employee since phasing began. Actual salary based upon merit considerations may exceed the appointed base salary, except that any additional salary increment above that described in the table above will not be considered for computation of Benefits.

## LIFE INSURANCE

Sooner Credits under the University of Oklahoma Sooner Options Plan will be provided in an amount equal to 1.5 times last annual appointed base salary prior to entering Phased Retirement rounded to nearest thousand.

## HEALTH AND DENTAL INSURANCE

Full Sooner Credits, regardless of FTE will be provided by the ~~Institution~~University. If the individual is enrolled in the HMO, Sooner Credits up to the amount required for the primary health program will be provided by the ~~Institution~~University.

## AD&amp;D INSURANCE

Sooner Credits will be provided for \$ 20,000 of [AD &D Insurance](#) coverage.

## DEFINED CONTRIBUTION PLAN:

Percentage is percent of the final full worked year preceding the calendar year in which the Eligible Employee enters Phased Retirement. The Defined Contribution Plan contribution is made for the individual; (adjusted by the average percent increase given the Eligible Employee since the individual began Phased Retirement). See Defined Contribution Plan for details of Defined Contribution Plan contribution during Phased Retirement.

~~LTD~~[LONG-TERM DISABILITY](#):

Salary continuance insurance upon occurrence of long-term disability, if elected, will be at the rate actually being paid, not to exceed policy limitations.

PAID LEAVE AND ~~SHORT TERM DISABILITY~~[EXTENDED SICK LEAVE](#) BENEFITS:

The accrual rate will be based on the appointed FTE. However, eligibility for maximum paid leave accumulation will not be reduced as a result of entering into this Policy. An Eligible Retiree participating in the Phased Retirement will remain eligible and entitled to the ~~Institution's~~University's ~~short term disability~~[extended sick leave](#) benefits.



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**VIII. RETURNING TO EMPLOYMENT**

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**POLICY:**

Based on needs of the ~~Institution~~University, Eligible Retirees may be appointed without affecting their ~~Institution~~University retired status. However, these individuals should familiarize themselves with the earnings constraints of both Social Security and TRS which could adversely impact monetary benefits payable from these authorities. Also TRS requires a 60-day waiting period before a retiree can accept employment with a State educational institution.

**BENEFITS:**

Those Eligible Retirees who elect to return to employment with the ~~Institution~~University will be provided the option to (i) be eligible for those benefits which are provided to other similarly situated or classified employees of the ~~Institution~~University and such benefits will be determined in accordance with the terms of the applicable benefit plans, programs and arrangements, or (ii) continue the Benefits under this Ppolicy and will not be eligible for the benefits described in (i) above. This election by the Eligible Retiree is irrevocable and must be made in writing prior to commencement of reemployment with the ~~Institution~~University.

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**IX. AMENDMENTS AND TERMINATIONS**

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The ~~Institution~~University reserves the right to amend, modify, or terminate this Ppolicy at any time; any such amendment and modification may affect Benefits which have been earned or will be earned in the future. Any Eligible Employee who elects to receive the Benefits or who is covered by this Ppolicy agrees that as a condition for such participation, the ~~Institution~~University shall at all times retain such right to amend, modify, or terminate this Policy.

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**X. STANDARD OF REVIEW**

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The Policy Administrator (or such other party to whom duties of administration have been delegated by the Board of Regents) shall perform its duties of administration as it determines in its sole discretion is appropriate in light of the reason and purpose for which the Ppolicy is established and maintained. In particular, the interpretation of all Ppolicy provisions, and the determination of whether an Eligible Employee is entitled to any benefit pursuant to the terms of the Ppolicy, shall be exercised by the Policy Administrator (or other party referred to above) in its sole discretion. Any construction of the terms of the Ppolicy for which there is a rational basis that is adopted by the Policy Administrator (or other party referred to above) in good faith shall be final and legally binding on all parties.

*Claims and Review Procedures***If a Claim is Denied.**

If for any reason a claim for benefits is denied, normally within 90 days, the Eligible Employee will receive a written notice containing:

- The reason(s) why the claim, or a portion of it, was denied;
- Reference to ~~P~~policy provisions on which the denial was based;
- What additional information, if any, is required to process the claim and why the information is necessary; and
- What steps may be taken if the Eligible Employee wants to appeal the decision.

In many cases, disagreement about benefit eligibility or amounts can be handled informally by calling the University's Benefits Office. If a disagreement is not resolved, there is a formal procedure the Eligible Employee can follow to have his/her claim reconsidered.

Under the agreements creating the terms of the Policy, the ~~Institution-University~~ has sole authority to make final determinations regarding any application for Benefits, the interpretation of the Policy, and any administrative rules adopted by the ~~Institution-University~~. Benefits under this Policy will be paid only if and when the ~~Institution-University~~ or persons to whom such decision-making authority has been delegated by the ~~Institution-University~~, in their sole discretion, decide the Eligible Employee or beneficiary is entitled to Benefits under the terms of the Policy. The ~~Institution's-University~~ decisions in such matters are final and binding on all persons dealing with the Policy or claiming a Benefit from the Policy. If a decision is challenged in court, it is the intention of the ~~Institution-University~~ that the decision is to be upheld unless it is determined to be arbitrary or capricious by the court or an arbitrator having jurisdiction over such matters.

*Appeal of Denied Claim.*

The Eligible Employee may ask the Policy Administrator to review decisions involving requests for claims for Benefits. Depending on the nature of the particular appeal, some or all of the following three levels of review will be available to the Eligible Employee:

- Level 1: Administrative Review
- Level 2: Director of the Office of Human Resources Review
- Level 3: Claims Appeal Committee

To request any level of review, Eligible Employee may contact the Policy Administrator, who will be the final initial contact and is primarily responsible for the overall review process. Send requests to:<sup>36</sup>

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<sup>36</sup> ~~No HSC contact.~~

**Director of the Office of Human Resources<sup>37</sup>**  
**905 Asp Avenue, Room 225**  
**Norman, Oklahoma 73019**

The notices and decision letters will contain the name, title, address, telephone number, and fax number of the person who is responsible for processing the Eligible Employee's particular request for review. The Eligible Employee should contact that person with any questions regarding review.

If the Eligible Employee decides to file an appeal, he~~or~~ she must give the person who will be responsible for processing the appeal any material justification or documentation for the appeal at the time the appeal is filed. The Eligible Employee must also give that person the address and phone number where the Eligible Employee can be contacted.

### **Level 1: Administrative Review**

Within 60 days after the Eligible Employee receives notice of a claim denial, or if the Eligible Employee disagrees with a determination under the Policy, the Eligible Employee may make a written request for an Administrative Review. The Eligible Employee must submit his/her written request to:

**Director of the Office of Human Resources**  
**905 Asp Avenue, Room 225**  
**Norman, Oklahoma 73019**

The written request should state the reason why the claim should be reconsidered and include copies of any relevant documentation, including related background information, that the claimant feels justifies a reversal of the claim denial. The Eligible Employee may also request an inspection of designated, pertinent documents on file related to the claim.

The Policy Administrator will review the request and provide you-the Eligible Employee with a written determination within 60 days. If the claim denial is reversed, the Policy Administrator will authorize payment of your- the claim. If the claim is again denied, the Eligible Employee will receive a written notice containing:

- The reason(s) why the claim, or a portion of it, was denied;
- Reference to Policy provisions on which the denial was based;
- What additional information, if any, is required; and
- What steps may be taken if you-the Eligible Employee wants to proceed to a Level 2 appeal.

### **Level 2: Director of the Office of Human Resources Review**

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<sup>37</sup>No HSC contact?

Within 30 days after the Eligible Employee receives notice of a Level 1 claim denial, the Eligible Employee may make a written request for a Level 2 Director of the Office of Human Resources Review. The Eligible Employee must submit a written request, as appropriate to:<sup>38</sup>

**Director of the Office of Human Resources**  
**905 Asp Avenue, Room 225**  
**Norman, Oklahoma 73019**

The written request should state the reason why the claim should be reconsidered and [include](#) copies of any relevant documentation, including related background information.

The Director or designee will review the request within 20 days. The Eligible Employee will be notified if more information is necessary. The Eligible Employee will receive confirmation of the decision within 10 days of the review. The Director may affirm or reverse the decision of the Administrative Review, or the Director may issue a “no action” letter, which is without prejudice to either party. If the Eligible Employee receives a “no action” letter, he/she should proceed by requesting a Level 3 review.

- If the claim denial is reversed, the Director will authorize payment of the claim.
- If the claim is again denied, the Eligible Employee may proceed to a Level 3 review.

### **Level 3: Claims Appeal Committee Review**

Within 45 days of the Level 2 decision (including a determination of “no action”) by the Director of the Office of Human Resources, the Eligible Employee may make a written request for a Level 3 Claims Appeal Committee Review. The Eligible Employee’s request should be submitted to the Office of Human Resources.

The University’s Claims Appeal Committee consists of ~~two~~ [the](#) ~~the~~ [Vice](#) ~~p~~ [Presidents](#) for [a](#) [Administrative](#) [a](#) [ffairs](#) or their designees.

A request ~~of~~ [for](#) a Level 3 appeal must be made within 45 days of ~~mailing~~ [postmark](#) of the Level 2 decision.

The hearing before the University’s Claims Appeal Committee to review the denial will be held within 30 days after the receipt of a written appeal, unless special circumstances require an extension of time, in which case a decision shall be made no later than 90 days after receipt of the appeal. The hearing is informal and the ~~claimant~~ [Eligible Employee](#) is entitled to have a representative present at his/her own expense.

As Amended March 8 and May 20, 1984; May 8 and December 11, 1986; January 1, 1988; June 13, 1991; August 10, 1994; September 18, 1998; January 1, 2001; September 11, 2001; May 10, 2002.

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<sup>38</sup> [HSC contact information?](#)

3.3.12—RETIREES ASSOCIATION<sup>39</sup>

A University of Oklahoma Retirees Association was established in 1991. The Association ~~will~~ functions for the benefit of the University and for the retired faculty and staff comprising its membership. Activities ~~will~~ include, but ~~are not be~~ limited to, assist~~ing~~ance in fulfilling University goals and objectives, assist~~ing~~ance in fund raising and student recruiting activities, providing informational and social opportunities for retirees, participating ~~in~~ appropriate University organizations, and ~~providing~~ such other services as may be requested by the University or the Association membership. It ~~will~~~~shall~~ not function as a lobbying organization for the sole benefit of its members.

All persons meeting the University's policy requirements for retirement from active service are eligible for membership.

The President ~~of the University~~ is authorized to approve changes in the Constitution and Bylaws ~~of the Association~~ that do not change the purpose or role of the Association. (RM, 3-7-91, p. 22258, edited)

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<sup>39</sup> [Doesn't seem to be a policy.](#)

## 3.4—PUBLIC RELATIONS POLICIES

### 3.4.1—PUBLICATIONS AND PROMOTIONAL MATERIALS POLICY

In order for all publications and promotional materials representing ~~the~~ [the University of Oklahoma](#) to convey a consistent and accurate message and image, externally disseminated publications will be reviewed by ~~the appropriate~~ [the Division of Public Affairs](#) or the designated publications office. Guidelines for the policy are maintained by the Division of Public Affairs. ~~The publications office will review materials based upon the guidelines contained in this policy.~~

~~Publications to be reviewed are:~~

- ~~▪ Newsletters and magazines, especially those for distribution to alumni, prospective students and general audiences (scholarly journals would be exempt)~~
- ~~▪ Academic bulletins and departmental brochures~~
- ~~▪ Recruitment materials for students and faculty~~
- ~~▪ Conference brochures and programs~~
- ~~▪ Covers, folders and invitations for special events~~
- ~~▪ Posters~~
- ~~▪ Videotapes, audiotapes, CD-Roms, billboards and other collateral materials~~

(RM, 4-4-91, p. 22307, edited; 3-29-00, p. 26909; revised date, page)

### 3.4.2—ADVERTISING AND PROMOTION

The University will never knowingly accept or allow advertising that does not conform to industry standards and University guidelines. The University also adheres to specific guidelines in regard to alcoholic beverage advertising. This policy applies to all advertising and promotion in whatever format. Examples are books, brochures, posters, programs, directories, newspapers, signs, radio and television, videotape and audiotape, and electronically-~~computer~~ generated programming. Signs include those at the athletic facilities, [on](#) CART vehicles, and [in](#) other locations. This policy also applies to all events and activities organized by or sponsored by University departments or registered student organizations.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of all advertising and promotion policy. The specific provisions proscribing the Advertising and Promotion Policy are set forth in the Student Code of Conduct. The specific provisions proscribing all aspects of the policy are maintained by the Division of Public Affairs and are set forth in the Student Code of Conduct. Any modification to this policy in the student code must be made through action of the Board of Regents.~~

(The text below appears in the Norman Campus and Health Science Center Faculty Handbooks)

The University will strive to ensure that the advertising in its publications may reject any advertising which, in its sole discretion, does not, or appears not to:

*(Note: We may add language pertaining to sports gambling)*

- Serves the public with honest values.
- Tells the truth about what is offered.
- Makes good as promised on any guarantee offered.
- Promotes and sells merchandise on its merits and refrains from reflecting unfairly upon competitors, their products, services, or methods of doing business.
- Supports claims made for the product or service within the advertisement.
- ~~Is~~ Be made available to all members of a class of advertisers.
- ~~Will only allow testimonials by competent witnesses who are~~ Be sincere and honest in what ~~they say~~ is said about the product or service.
- Avoids tricky devices and schemes such as deceit, fictitious list prices, bait advertising, misleading free offers, and fake sales.

The University will not accept any advertising which, in its sole discretion:

- ~~Advertising cannot that d~~ Discriminates on the basis of race, color, religion, national origin, sex (unless sex is a bona fide occupational qualification), age, disability, political beliefs, or status as a veteran.
- ~~Advertising which e~~ Encourages students at the University to purchase reports and/or research material done by others ~~is not acceptable~~.
- ~~Advertising which r~~ Requires the reader to send money to obtain further information on the product ~~is not acceptable~~.
- ~~Advertising Is~~ deemed offensive or in poor taste ~~is not acceptable~~. ~~This may include including~~, but ~~is~~ not limited to, advertisements derogatory to individuals or a group of people.
- ~~Any a~~ Advertising Is of a political nature ~~should~~ which does not carry the words 'paid advertisement' somewhere in the message.
- ~~Advertising Is for P~~ Products which encourage violation of city, state, or federal laws and regulations, ~~are not acceptable~~.

- ~~Two local references for advertisements~~ Advertising Is for products or service of a “questionable” nature will be required without local references. This includes, but is not limited to, masseurs and masseuses, dating services, escort services, models, pregnancy referral, adoption services, and “get rich quick” promotions.
- ~~The reproduction of Advertising Reproduces ing U.S. currency is allowed unless in black and white only and a bill the currency must be reduced to no more than 75% of its original size or enlarged to at least 150%.~~

Use of the University ~~s~~Seal is prohibited except in the promotion of the University’s academic programs. However, the University logo and other trademarked symbols may be used to promote non-University sponsored activities and products for which a license agreement exists.

~~The University logo and other trademarked symbols can be used to promote non-University sponsored activities and products for which a royalty agreement exists.~~

With the exception of University programs, promotional copy and layout ~~cannot~~may not make it appear that the University endorses the product or use of the product.

#### **ALCOHOLIC BEVERAGE ADVERTISING:**

Recognizing the dangers of alcohol abuse in connection with malicious destruction of property, motor vehicle accidents, and personal welfare, the University has adopted the following guidelines regarding the promotion of alcoholic beverages: Advertisements:

- Will not use the University logo and other trademarked symbols except when used to inform and educate individuals about the dangers of alcohol abuse.
- Will not portray drinking as a solution to personal or academic problems.
- Will not encourage any form of alcohol abuse. This includes but is not limited to drown nights, all-you-can-drink, drinking contests, and happy hours for beer or alcoholic beverages.
- Will not associate the consumption of beer or alcohol with the performance of tasks that require skilled reactions.
- Will state the legal purchase age in promotions for the retail purchase of beer or alcoholic beverages.

#### **IN ADDITION,**

- University personnel involved with promoters/advertisers will encourage them to include responsible use of alcohol statements in their promotions.
- University departments ~~will~~ shall not be allowed to use beer, liquor, or tobacco products in their advertisements or promotions.

#### **SIGNAGE ADVERTISEMENTS:**



In addition, the following specific policy applies to all signs including, but not limited to, athletic facilities, CART vehicles, and other campus locations:

Advertising within confined areas of the University including, but not limited to, the Oklahoma Memorial Stadium, the Lloyd Noble Center, the L. Dale Mitchell Baseball Park, and CART vehicles is permitted within the following guidelines:

- The University reserves the right to approve through the Office of the President all advertisers and advertising copy and categorically excludes beer, liquor, and tobacco products.
- Any granted advertising rights are not to prohibit the University from using the sign or scoreboard to promote University-related activities.
- Advertising time on any message center may be limited as deemed appropriate by the University.
- Advertising on University bulletin boards is permitted within the following guidelines:

~~As stipulated in The University of Oklahoma Student Code, a~~All advertising, promotional, or informational material for ~~campus~~University-related programs and activities or private companies on University campuses is restricted to outside permanent bulletin boards unless there is prior<sup>40</sup> ~~written~~ approval of the Office of Student Affairs, Office of the Vice President for Administrative Affairs, or Office of the Senior Vice President and Provost.

~~The University will never knowingly accept or allow advertising which does not conform to these standards.~~ (RM, 1-13-83, pp. 17355-6; 11-8-84, p. 18192; 12-8-88, p. 20808; 4-6-89, pp. 20995-8; 3-29-00, p. 26909) ~~(End Norman Campus and Health Science Center text)~~

### 3.4.3—ADVERTISING AND EDUCATIONAL INFORMATION ENDORSEMENT PROHIBITED

~~The University does not endorse any commercial product, program, enterprise, or idea. Under certain circumstances the University's name or symbols may be used in connection with advertising or promotional materials. Permission and approval of copy must be obtained in writing prior to publication or broadcast. Requests for approval should be submitted to the Vice President for Public Affairs.~~

### 3.4.4—PURCHASING ADVERTISING

~~The University from time to time may wish to reach a certain public by purchasing advertising in the media. The material contained in this advertising may include, among other~~

<sup>40</sup> ~~Written?~~

things, matters related to increasing enrollments in regular or extension courses; promotional advertising, or informational material related to specific policies, projects, events, institutes, departments; and curricula. With the exception of employment advertising, no contracts for advertising should be entered into and no oral or written commitments ~~should~~ may be made by any University employee without the prior written approval of the Vice President for Public Affairs or his/her authorized designee. Advance written approval of all layouts or copy must be obtained as previously indicated.

### 3.4.5—UNIVERSITY NAME, ~~SEAL~~, LOGOS, OTHER IDENTIFYING MARKS, ~~SEAL~~, AND COAT OF ARMS

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#### UNIVERSITY NAME, LOGOS, ~~AND~~ OTHER IDENTIFYING MARKS, AND SEAL

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##### A. NON-COMMERCIAL USE

- University-related organizations, foundations, ~~and alumni~~ associations, and groups ~~are~~ shall required to obtain the written approval of the Vice President for Public Affairs before using the name of the University; or logos ~~of the University; or and~~ other identifying marks; which are registered by the University. The policy applies to letters of solicitation, promotional items, and other uses of the University name, ~~and~~ logos, and other identifying marks. Such uses may not state or imply, directly or indirectly, that the products or services of or activities sponsored by such University-related entities are endorsed, sponsored, or ~~that would potentially lead one to believe that the activity sponsored by the organization, foundation and/or alumni associations is connected with the University and has been~~ approved by the University. (RM, 1-23-91, p. 22207; 3-29-00, p. 26909)
- All internal University departments or divisions shall obtain the prior written approval of the Vice President for Public Affairs before using the name of the University or logos or other identifying marks that are registered by the University for matters other than official University business.

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#### ~~SEAL~~

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##### B. COMMERCIAL USE

- The University Seal is reserved for official uses, as in the publications of the institution, its certificates, diplomas and legal documents, and printed materials used in conjunction with official functions of the University. For non-commercial uses of the OU Seal, appropriate authorization is granted from the Vice President for Public Affairs. In addition, the OU Seal ~~and other registered~~ The University's name or logos and other identifying marks registered by the ~~marks of~~ the University may be used by the University ~~and/or~~ for commercial uses ~~purposes~~ provided appropriate authorization is granted ~~from~~ by the University's commercial licensing agent, ~~the Collegiate Licensing Co. of Atlanta, GA., which works on behalf of OU's Licensing and Marketing in the Athletics Department, under the g~~ Guidelines that the ~~for such~~

~~use thereof is not stipulate that~~ The use must not be disparaging, ~~does must not~~ constitute false representation as to sponsorship, affiliation, ~~or conventions and contravene~~ public morals and decency; ~~and does must not or~~ reflect unfavorably on the University.

- The above notwithstanding, any use of the University Seal, any entity wishing to use the University Seal must have the prior written approval of the Vice President for Public Affairs. Provided, however, ¶the University of Oklahoma Alumni Association is authorized to imprint the Seal on “OU chairs.” (RM, 6-25-70, pp. 10383-84, edited; 6-27-95, p. 24460; 3-5-97, p. 25119)

#### COAT OF ARMS

There is authorized for general use a University Coat of Arms, which shall serve as the emblem of the University in lieu of the official University Seal. (RM, 4-9-52, p. 4306, edited)

#### UNIVERSITY NAME, LOGOS, OTHER IDENTIFYING MARKS

~~University related organizations, foundations and alumni associations and groups are required to obtain the written approval of the Vice President for University Affairs before using the name of the University, logos of the University, or other identifying marks. This policy applies to letters of solicitation, promotional items, and other use of the University name and logos that would potentially lead one to believe that the activity sponsored by the organization, foundation and/or alumni associations is connected with the University and has been approved by the University. (RM, 1-23-91, p. 22207; 3-29-00, p. 26909)~~

#### 3.4.6—OFFICIAL UNIVERSITY JEWELRY

~~Official OU University graduation rings, adopted in 1999 and other jewelry for the students and alumni of ¶~~the University ~~of Oklahoma is shall be~~ produced exclusively by ~~Josten's~~ a designated vendor]. The sale of ~~this such~~ rings is limited to students who have completed a minimum of 72 hours and are in good standing with the University and to alumni.

Other University jewelry ~~can may~~ be produced and sold if its design and production ~~has~~ meets the University's criteria and standards, and the vendor ~~has been approved as a licensee is so licensed~~. shall bear the exact University name and the seal or coat of arms designated for use thereon. ~~The balance of the ring or jewelry design, other than the features listed above, shall consist of appropriate symbols of the University~~

~~The sale of these rings or jewelry shall be limited to alumni and students of such academic standing as designated by the University and may be sold through any individual, firm or organization complying to this regulation. Any regularly established, recognized commercial jewelry company may manufacture and sell official graduation rings or jewelry by complying to the above stipulations. (RM, 10-8-58, p. 6125; RM, date, page)~~

## 3.5—LEGAL AND COMPLIANCE ISSUES

### 3.5.1—UNIVERSITY ~~OF OKLAHOMA~~ COMPLIANCE AND QUALITY IMPROVEMENT PROGRAM

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#### 1—ADOPTION OF COMPLIANCE AND QUALITY IMPROVEMENT PROGRAM

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##### 1.1—PURPOSE OF THE PROGRAM

The University ~~of Oklahoma (the "University")~~ is committed to the highest standards of ethics, honesty, and integrity and to compliance with all applicable laws and regulations. The purpose of this Compliance and Quality Improvement Program (the "Program") is to call the attention of persons associated with the University to some of the laws and regulations applicable to academic institutions. The Program is intended to (a) promote legal and ethical behavior in the academic context and (b) prevent and detect violations of law. The Program is intended to provide for more effective and efficient compliance efforts and oversight.

##### 1.2—ACTION BY BOARD OF REGENTS

~~This Program was adopted on the 30th day of January, 2002 by resolution of the University's Board of Regents (the "Board").~~

##### 1.3—PRE-EXISTING STANDARDS AND PROCEDURES

In addition to this ~~Compliance and Quality Improvement document~~ Program, the University has established and maintains various practices, policies, and procedures which are incorporated into the Program. This Program does not supersede or diminish any other policy or program of the University that, in whole or in part, also addresses compliance issues, unless such other policies or programs are inconsistent with this Program.

##### 1.4—COMPLIANCE WITH OTHER LAWS

University employees are required to comply with all applicable laws and regulations, whether or not specifically addressed in the Program. The standards of conduct set forth in this Program cannot cover every legal situation. It is the responsibility of each University employee to act honestly and with integrity in all dealings and to seek appropriate guidance when necessary.

##### 1.5—MODIFICATION OF THE PROGRAM

This Program, ~~and any attachments hereto~~, will be periodically updated or otherwise modified by the Board of Regents as necessary. In addition to this document, the University will periodically distribute memoranda or other policies, which supplement the Program.

##### 1.6—GENERAL APPLICATION

This Program applies to all University colleges, departments, and employees that:

- submit claims for reimbursement of medical services;

- perform human and/or animal research; and/or
- handle or work with or around hazardous, controlled substances, and/or radioactive materials.

## 2—DUTIES OF UNIVERSITY LEADERSHIP<sup>41</sup>

### 2.1—BOARD OF REGENTS

The Board of Regents has the responsibility for (a) implementing; and (b) overseeing the Program and related compliance activities. Functions of the Board of Regents will include, but are not ~~be~~ limited to the following:

- 1) Authorizationing for the University to implement the Program.
- 2) Approvaling of the structure for management oversight and reporting of compliance activities.
- 3) Reviewing of periodic reports concerning the Program and compliance activities.
- 4) Reviewing of any special reports on any compliance activity.

### 2.2—UNIVERSITY OFFICERS AND OTHER MANAGEMENT PERSONNEL

~~The Director of Compliance must have the support of all University officers, Department chairs and other management personnel to effectively implement and manage the Program. Employees in leadership positions—University officers and directors~~ must pay special attention to the laws and regulations applicable to ~~his/her~~ their colleges or departments and should promptly bring areas of concern to the attention of the Director of Compliance.

## 3—OFFICE OF COMPLIANCE

### 3.1—GENERAL PURPOSE

The University's Office of Compliance, under the direction of the Director of Compliance, is responsible for overseeing, monitoring, and assisting the University in its efforts to (i) raise awareness regarding legal and ethical issues; (ii) improve compliance training and quality improvement and review functions; and (iii) ensure adherence to the highest standards of conduct.

### 3.2—SPECIFIC PURPOSES

In addition to the general purpose stated above, the Office of Compliance will coordinate the University's efforts to:

<sup>41</sup> Suggest this 2.1 be omitted.

- 1) inform ~~applicable~~ University employees about the Standards of Conduct and Improvement;
- 2) implement and conduct training programs where needed, and/or monitor existing training programs;
- 3) perform and/or arrange periodic compliance/quality improvement reviews;
- 4) conduct investigations of compliance complaints in coordination with the applicable University department and/or officer;
- 5) maintain a reporting and question hotline for compliance matters;
- 6) serve as a resource to the University on matters of compliance;
- 7) assist with the correction of compliance concerns; and
- 8) draft and implement, in coordination with the applicable department, any necessary policies and procedures.

### 3.3—STRUCTURE

The Office of Compliance will report to the University's General Counsel. However, ~~if time sensitive,~~ the Director of Compliance may present time sensitive compliance issues or concerns directly to the President ~~of the University~~ or the Board of Regents in the event the General Counsel does not respond to such issues or concerns in a timely manner.

## 4—DIRECTOR OF COMPLIANCE

### 4.31—APPOINTMENT

The Program ~~will be~~ is overseen by a Director of Compliance. ~~The specific duties of the Director of Compliance are set forth in Section 4.3.~~

### 4.2—SELECTION CRITERIA<sup>42</sup>

The Director of Compliance ~~will~~ oversees and ~~monitors~~ the University's compliance activities. The day-to-day decisions related to the Program will be made by the Director of Compliance. The Director of Compliance will coordinate the Program and identify and build on existing University policies and procedures. The Director of Compliance should be an individual who has the following characteristics:

- 1) High integrity and a thorough understanding of the operations of the University.
- 2) Effective analytical skills required to direct regulatory monitoring.

<sup>42</sup>This seems better suited for the Handbooks. Omit?

- 3) Effective public speaking skills and the ability to articulate complex regulatory information in understandable terms.
- 4) Effective interpersonal skills required to work with University officers and employees as well as third party vendors and government representatives.
- 5) Effective organizational and planning skills as well as the ability to handle multiple tasks simultaneously.
- 6) Effective writing skills.
- 7) Thorough understanding of the laws and regulations which apply to the areas covered by this Program, and the ability to identify the legal issues and refer them to the Office of Legal Counsel.

#### 4.3— RESPONSIBILITIES OF THE DIRECTOR OF COMPLIANCE<sup>43</sup>

It is the responsibility of the Director of Compliance to ensure that the Program is implemented and monitored. Coordination and communication are key functions of the Director of Compliance. It is not the duty of the Director of Compliance to perform all compliance related tasks. Rather, the role of the Director of Compliance is to coordinate compliance activities. The Director of Compliance will have authority to review documents and records relevant to compliance activity. The duties of the Director of Compliance will include, but not be limited to, the following activities:

- 1) Oversee implementation of the Program in all areas designated by the Board of Regents and President pursuant to the time line established in consultation with the General Office of Legal Counsel.
- 2) Work with University officers, Department chairs, and employees to prevent, detect, and respond appropriately to compliance issues.
- 3) Identify University functions and routine business practices and activities requiring compliance training and monitoring.
- 4) Establish procedures to make available the appropriate portions of this Program and any amendments thereto to all affected University employees.
- 5) Establish a reporting system with University employees who have compliance responsibilities.
- 6) Serve as a resource for the University on matters of compliance.
- 7) Perform routine, periodic compliance reviews, or arrange for such reviews, of high-risk areas.

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<sup>43</sup> [Not a policy. Omit.](#)

- 8) Monitor, ~~(in conjunction with the Office of Legal Counsel,)~~ developments and changes in statutes, court rulings, rules, and regulations that affect compliance requirements; bring them to the attention of the appropriate officers and employees; and assist with remedial activities when appropriate.
- 9) Make recommendations, as needed, to University departments regarding their compliance efforts.
- 10) Implement systems to ensure that all University employees are adequately informed of their responsibilities under the Program.
- 11) Establish a 24-hour-a-day hotline through which University employees can make anonymous and confidential reports and inquiries.
- 12) Maintain records related to the Program.
- 13) Review and periodically propose revisions to the Program to meet changes in the University's needs and in the business and regulatory environment.
- 14) Submit periodic reports to the ~~General~~Office of Legal Counsel regarding compliance activities.
- 15) Conduct investigations in coordination with the applicable department or University officer as needed and act on compliance related matters. The Director of Compliance will notify the appropriate University officer, in addition to the ~~General~~Office of Legal Counsel, prior to initiating any investigation.
- 16) Monitor and respond to any questions, ~~concerns~~concerns, and reports of possible violations reported through any means.
- 17) Hire or retain, with the approval of the General Counsel and President and in a manner that is consistent with University policies, any employees or independent contractors necessary to implement the Program and perform the compliance review and training functions.

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## 5—COMPLIANCE ADVISORY COMMITTEE

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### 5.1 ESTABLISHMENT OF COMMITTEE

The University shall establish a Compliance Advisory Committee consisting of: ~~The members of the Advisory Committee will be:~~ (i) the Senior Vice President and Provost - Norman Campus; (ii) the Senior Vice President and Provost - Health Sciences Center; (iii) the Vice President for Health Affairs and Associate Provost - Health Sciences Center; (iv) the Vice President for Research - Norman Campus; (v) the Vice President for Research - Health Sciences Center; (vi) the Associate Vice President for Clinical Research; (vii) the Vice Presidents for Administrative Affairs; and (viii) and any other University employees designated from time to time by the General Counsel.



## 5.2 PURPOSE OF COMMITTEE

The [Compliance](#) Advisory Committee will meet on a periodic basis to (i) provide advice and assistance to the Director of Compliance; (ii) discuss matters of policy applicable to the areas covered by the Program and (iii) receive reports from the Director of Compliance regarding the activities of the Office of Compliance and developments regarding compliance issues.

~~The Board of Regents of the University of Oklahoma is constitutionally vested with the governance of the University of Oklahoma. Included in the powers and duties of the Board is the governance of the University's Program on Compliance and Quality Improvement. The specific provisions proscribing all aspects of the policy, and structure of the program are set forth in the Faculty Handbook and Staff Handbook. Any modification to a Regent's policy in these Handbooks must be made through action of the Board of Regents.~~  
 (The text below appears in the Norman Campus and Health Science Center Faculty Handbook)

## 6—STANDARDS OF CONDUCT<sup>44</sup>

### 6.1—INTRODUCTION

The Standards of Conduct ("Standards") ~~are~~ is a non-exclusive compilation of guidelines regarding ethical and legal standards that all University employees are expected to follow when performing services for or on behalf of the University that are related to the areas covered by this Program. The Standards ~~will~~ shall be ~~made~~ available to all University employees in the Office of Compliance and on the University's website ~~under the section dedicated to the Office of Compliance.~~

### 6.2—HIRING AND RETENTION

The University will not hire or retain as an employee, independent contractor, or agent, ~~a~~ any health care professional it knows to have been convicted of a criminal offense related to health care or who is debarred by the General Services Administration or is excluded, or otherwise ineligible for participation in Federal Health Care Programs. ~~All health care professionals seeking employment and/or credentials will be required to provide information concerning: (a) criminal convictions; (b) exclusions from any Federal Health Care Program; and (c) sanctions by any Federal Health Care Program. Each College providing health care services will do a criminal background check in accordance with University procedures and applicable laws, an OIG Cumulative Sanctions check and a reference check prior to a decision to offer employment or credentials to a health care professional. When credentialing physicians, the College of Medicine, Oklahoma City and Tulsa, will consult the National Practitioner Data Bank as well.~~

## 6.3—CODING AND BILLING STANDARDS AND PROCEDURES

### 6.3.1—BILLING IN GENERAL

Honesty and accuracy in billing and in the making of claims for payment by a Federal Health Care Program, or payment by any third party payer, is vital. Each health care professional

<sup>44</sup> ~~This does not need to be in the Regent's Manual (pp 252-261). Better suited for Handbooks.~~

employed by the University is expected to monitor compliance with applicable billing rules. No University employee shall submit, authorize, or sign a false claim for reimbursement in violation of applicable laws and regulations. Claims for the provision of services and/or supplies should ~~only~~ be submitted only by the University department or college that generated the charges unless an alternative billing arrangement has been approved by the Director of Compliance and the Vice President for Health Affairs and Associate Provost - Health Sciences Center.

### 6.3.2—BILLING AND CODING

~~Specifies~~—University employed health care professionals will refrain from any of the following practices and work to identify and correct instances in which mistakes have occurred in the following areas:

- 1) Billing for items or services not rendered or not provided as ~~claimed~~ billed;
- 2) Submitting claims for equipment, medical supplies, and services that are not reasonable and necessary;
- 3) Double billing resulting in duplicate payment;
- 4) Billing for non-covered services as if covered;
- 5) Knowingly misusing provider identification numbers, resulting in improper billing;
- 6) Unbundling (billing for each component of the service instead of billing or using an all-inclusive code);
- 7) Failure to properly use coding modifiers;
- 8) Falsely indicating that a particular health care professional attended a procedure ~~or that services were otherwise rendered in a manner they were not~~; <sup>45</sup>
- 9) Clustering (billing all patients using a few middle levels of service codes, under the assumption that it will average out to the appropriate level of reimbursement);
- 10) Failing to refund credit balances; and
- 11) Upcoding the level of service provided.

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<sup>45</sup> See (1) above. Repeat?

### 6.3.3.—BILLING TO RECEIVE DENIAL

A University department or college may bill Medicare in order to receive a denial for services, but only if the denial is needed for reimbursement from a secondary payer. The Medicare claim submission should indicate that the claim is being submitted for the purpose of receiving a denial in order to bill a secondary insurance carrier.

### 6.3.4 WAIVER OF COPAYMENTS AND DEDUCTIBLES

University-employed health care professionals will not waive copayments or deductibles except to the extent consistent with applicable laws, regulations, and guidance issued by the Office of Inspector General. Permissible waivers may include, but are not necessarily limited to, waiver based on indigency and contractual write-offs and discounts.

### 6.3.5—BILLING AND CODING QUERIES.

Billing and coding staff shall be able to communicate with and receive communications from University-employed health care professionals at all times. Billing and coding staff will not submit claims for reimbursement until all coding questions have been satisfactorily answered and appropriate documentation has been submitted by the appropriate health care professional.

### 6.3.6—USE OF CONSULTANTS

From time to time, the University may retain consultants to provide reimbursement and/or coding assistance. Such consultants may not be paid on a percentage based upon the increase in reimbursement to the University or one of its departments or colleges (i.e., a contingent fee contract).

### 6.3.7—DOCUMENTATION

Claims for payment will be coded and billed based on the documentation contained in the patient's medical record. ~~University~~ University-employed health care professionals will appropriately document the services and supplies provided to, or the diagnosis and treatment of, each patient and will complete medical records in a timely manner. Medical record documentation must be complete and legible.

## 6.4—ANTI-KICKBACK STATUTE AND SELF-REFERRAL PROSCRIPTIONS

### 6.4.1—ANTI-KICKBACK STATUTE

No University-employed health care professional or ~~one of its University~~ departments or colleges may pay or accept a payment to induce the referral of a patient in violation of the ~~F~~federal or ~~S~~state Anti-Kickback ~~S~~statutes. No one acting on behalf of the University, or one of its departments or colleges, may offer gifts of more than nominal value, loans, rebates, services, or payment of any kind to a referral source or to a patient without consulting the Director of Compliance.

A number of safe harbor regulations have been adopted under the Federal Anti-Kickback Statute, ~~42 C.F.R. '1001.952~~. Analysis of an activity under the Anti-Kickback Statute and its safe harbors is complex and depends upon the specific facts and circumstances of each case. University employees should not make unilateral judgments on the availability of a safe harbor for a financial transaction, payment practice, discount, or other financial arrangement. Such situations must be brought to the attention of the Director of Compliance prior to implementation.

#### 6.4.2—SELF-REFERRAL PROSCRIPTION

The Physician Self-Referral Statute, more commonly known as "Stark II", prohibits a physician's referral of a patient for a designated health service to an entity with which the physician has a financial relationship unless an exception is met. Compensation and ownership relationships with physicians, including physician employment and independent contractor arrangements, must satisfy an exception to Stark II. Analysis of whether an exception is met depends upon a number of specific facts. University employees should not make a unilateral judgment on the availability of an exception. The responsibility for evaluating the availability of an exception lies with the University's ~~Office of Legal Counsel~~ Director of Compliance.

#### 6.4.3—PHYSICIAN RECRUITMENT

The recruitment and retention of physicians require special care to comply with applicable laws and regulations. Each recruitment package or commitment must be in writing and consistent with applicable laws and regulations. New or unique recruitment arrangements must comply with Board of Regents policy and must be reviewed by the Director of Compliance in consultation with the University's Office of Legal Counsel before a formal offer is made.

### 6.5—GIFTS AND GRATUITIES

#### 6.5.1—GIFTS FROM PATIENTS

University-employed health care professionals are prohibited from soliciting tips, personal gratuities, or gifts from patients and from accepting monetary tips or gratuities. Health care professionals may accept non-monetary gratuities and gifts of nominal value from patients. If a patient or another individual wishes to present a monetary gift, he/she should be referred to the University Development Office. When an employee receives a gift that violates this policy, the gift should be returned to the donor and reported to the Director of Compliance.

#### 6.5.2—GIFTS INFLUENCING DECISION-MAKING

University-employed health care professionals shall not accept gifts, favors, services, entertainment, or other things of value to the extent that decision-making or actions affecting such employee may be influenced. Gifts may be received by University-employed health care professionals when they are of such limited nominal value that and they could not reasonably be perceived as an attempt to affect the judgment of the recipient. For example, token promotional gratuities from suppliers, such as advertising novelties and food, are not prohibited under this policy. The offer or giving of money, services, or other things of value with the expectation of influencing the judgment or decision making process of any purchaser, supplier, customer,

government official, or other individual by University employee, department, or college is prohibited.

### 6.5.3 GIFTS TO REFERRAL SOURCES

Gifts of nominal value may be provided to a referral source if made without intent to induce a referral. If a gift is to be made to a referral source which will result in that individual receiving gifts valuing over \$300.00 in a calendar year, that gift must be approved in advance by the Director of Compliance. Cash gifts to referral sources are prohibited. Non-cash gifts are permissible only if made without regard to the volume of business received from the referral source. No University funds may be used to provide gifts to referral sources.

## 6.6—UNLAWFUL ADVERTISING

Neither the University, ~~nor one of its~~ the departments ~~or and~~ colleges of an employed health care professional will use the names, abbreviations, symbols, or emblems of the Social Security Administration, Center for Medicare Services (formerly the Health Care Financing Administration), Department of Health and Human Services, Medicare, Medicaid or any combination or variation of such words, abbreviations, symbols or emblems in a manner that conveys the ~~false~~ impression that the advertised item or service is endorsed by such government agencies.

## 6.7—CONFIDENTIALITY OF PATIENT INFORMATION

~~All~~ University employees ~~shall have an obligation to conduct themselves in accordance with the principle of~~ maintaining the confidentiality of individually identifiable health information in accordance with the Health Insurance Portability And Accountability Act Privacy Regulations and all other applicable laws and regulations and to adhere to the University's policies and procedures implementing such laws and regulations.

## 6.8—ENVIRONMENTAL HEALTH AND SAFETY/RADIATION SAFETY

### 6.8.1—WORKPLACE HEALTH AND SAFETY

The University wants all employees to work in a safe environment. All University employees must perform their jobs in compliance with all applicable institutional policies and ~~S~~state and ~~F~~federal laws and regulations relating to the protection of workers' safety. Employees must become familiar with the worker safety laws and regulations which apply to their jobs. Employees should seek advice regarding workplace safety and compliance issues from their supervisors or the Environmental Health and Safety Office. Each employee is responsible for advising the employee's supervisor or the Environmental Health and Safety Office of any serious situation presenting a danger of injury so that timely corrective action may be taken.

### 6.8.2—PROTECTION OF THE WORK ENVIRONMENT

All University employees must manage and dispose of hazardous chemical, radioactive, and other wastes in a way that maximizes protection of human health and the work environment and is in accordance with all applicable local, ~~S~~state, and ~~F~~federal laws and regulations. All employees must be trained to perform their duties and conduct their activities in an

environmentally responsible manner in accordance with applicable [laws, regulations, and University policies](#).

## 6.9—RESEARCH

### 6.9.1—PROTECTION OF HUMAN AND ANIMAL SUBJECTS.

The University is committed to dealing ethically with the human and animal subjects which participate in research projects conducted by University faculty, staff, and students or performed using University property. Employees involved in human subject or animal research must comply with all [Federal and State statutes and regulations governing](#) regulating such research and must adhere to all University policies and procedures regarding research.

### 6.9.2—RESEARCH FINANCIAL ISSUES

Research costs and budgets must be prepared and submitted accurately and in accordance with (i) generally accepted accounting principles, (ii) OMB Circular A-21 or (iii) the terms set forth in an industry-sponsored or government grant or contract, whichever is applicable, in addition to applicable statutes and regulations. Financial conflicts of interest will be reported in accordance with University policy.

### 6.9.3—SCIENTIFIC MISCONDUCT

The University will not tolerate scientific misconduct which includes, but is not limited to: (i) plagiarism; (ii) falsification; (iii) fabrication; and (iv) other unethical scientific practices. Scientific misconduct is further defined in and governed by other University policies.

## 6.10—EMPLOYEE RESPONSE TO INVESTIGATIONS/AUDITS

If a University employee is contacted by a government investigator or auditor, the employee should fully and appropriately cooperate. The Employee Investigative and Audit Response Guidelines [are available from the Office of Compliance and attached hereto as Exhibit A](#) provide guidance to employees on an appropriate response to such contacts.

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## 7—ADMINISTRATION OF THE [COMPLIANCE PROGRAM](#)

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### 7.1—ADHERENCE TO THE [COMPLIANCE PROGRAM](#)

It is intended that all University employees subject to this Program carry out their duties for the University in a manner that is consistent with this Program. Conduct that does not comply with the Program (i) is not authorized by the University and (ii) may subject the employee to corrective action pursuant to Section 7.03. Such corrective actions also may apply to an employee's supervisor or department chair, as applicable, who (i) directs or approves the employee's improper actions; (ii) is aware of the improper actions, but does not appropriately correct such actions; or (iii) otherwise fails to exercise appropriate supervision.

### 7.2—QUESTIONS ABOUT THE COMPLIANCE PROGRAM

If any question arises as to (i) the existence of, interpretation of, or application of any law or regulation which applies to an area or matter that is covered by this Program or (ii) whether any action complies with the Program, a University employee should present that question to such employee's immediate supervisor. If the question cannot be addressed in that manner because the supervisor is absent, does not know the answer, ~~or~~ does not respond in a timely manner, or is suspected of being involved in or condoning the activity, the question should be addressed to the Director of Compliance. Legal issues should be referred to the Office of Legal Counsel. The University encourages employees not to guess, but to ask for clarification from the Director of Compliance if there is confusion or a question with regard to the Program, the law, or a policy or procedure.

### 7.3—CORRECTIVE ACTION

The Program includes ~~the possibility of~~ corrective action for University employees who have failed to comply with (i) the Program; (ii) other University policies and procedures; ~~and or~~ (iii) applicable federal and state laws and regulations. Corrective action also may be appropriate where an employee should have detected, but failed, to detect a violation. Any violation of applicable federal or state laws or regulations or deviation from the appropriate standards of conduct as set forth in this Program will subject an employee to corrective action, which may include, but is not limited to, any of the following:

- 1) Mandatory training,
- 2) Counseling session,
- 3) Corrective action plan,
- 4) Required leave,
- 5) Reduction in salary,
- 6) Demotion,
- 7) Suspension,
- 8) Abrogation of tenure,
- 9) Suspension of billing privileges, if a healthcare provider, and/or
- 10) Termination of employment or contractual relationship.

### 7.4 –EXIT INTERVIEWS

The University shall attempt to conduct an exit interview for all employees performing services for the University that are covered by this Program who terminate employment for any reason ~~using the exit interview form attached hereto as Exhibit B~~. The employee's supervisor should notify Human Resources when an employee notifies him/her of the employee's termination. Upon receipt of such notice, Human Resources should send the employee the Exit Interview Questionnaire ~~attached hereto as Exhibit B~~ which should ~~also~~ be returned to Human

Resources. Exit interview forms which raise compliance issues should be copied and routed to the Director of Compliance.

### 7.5—SELF-REPORTING

To be effective, the Program depends to some extent upon self-reporting and acceptance of responsibility by University employees who may have made mistakes out of lack of knowledge or inattention. To the extent a University employee self-reports a potential wrongdoing, both the self-reporting and the acceptance of responsibility will be taken into account by the University as a mitigating factor in determining the form of corrective action to be taken. University employees can use the Hotline described in Section 10.02.4 of this Program to self-report or they may contact the Director of Compliance directly.

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## 8— TRAINING AND EDUCATION

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### 8.1—GENERALLY

Education and training is a critical part of the Program.

Education and training will involve not only new employees, but all existing employees as needed. The University will require participation by all employees in appropriate training programs. University officers, department chairs, and other management personnel will be involved in the educational process by assisting in (i) identifying areas that require training and (ii) the training process. The Director of Compliance will be actively involved in the design and implementation of training and educational programs.

### 8.2 –MANDATORY TRAINING

An employee's failure to attend a mandatory training session will subject that employee to corrective action as discussed in Section 7.03 above. The supervisor or management employee responsible for conducting the training will maintain attendance records and will forward copies make of such records available to the Director of Compliance at the Director's request.

### 8.3—DISSEMINATION OF INFORMATION

Upon the adoption of this Program by the Board of Regents, the University will distribute to employees: (i) a letter from the University's President discussing the University support of the Program; and (ii) the Standards of Conduct summarizing the Program. From that point forward, Human Resources and the affected Departments will provide a copy of the President's letter and the Standards of Conduct to persons at the same time an offer of employment is made and such individuals will be required to execute a Certification and Agreement of Compliance as attached hereto as Exhibit C as a condition of employment. On at least an annual basis, employees will be reminded of their obligations under this Program and their duty to report suspected violations of the Program and applicable statutes and regulations through a written or electronic communication from the Office of Compliance.



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**9— MONITORING AND COMPLIANCE REVIEWS.**

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**9.1 GENERALLY**

Regular monitoring and review of compliance activities is a feature of the Program. There will be regular reporting to University ~~management~~ administration, the President and the General Counsel.

**9.2—MONITORING TECHNIQUES**

The University will utilize regular and periodic compliance reviews. The compliance reviews will focus on those areas within the University which have substantive exposure and which otherwise put the University at risk. If it is determined that any error or deviation is caused by improper procedures, misunderstanding of the rules, including fraud or other systemic problems, the Director of Compliance, in consultation with the General Counsel, should take immediate steps to correct the problem. To the extent that monitoring and auditing discloses that variations or deviations were not detected in a timely manner due to deficiencies in the Program, the Program will be modified.

Monitoring techniques can take a variety of forms, including, but not limited to: (i) onsite visits; (ii) document reviews; and (iii) personal interviews. The Director of Compliance will have access to (i) any pertinent records and (ii) relevant personnel. Cooperation with the Director of Compliance is mandatory.

**9.3—ADVICE FROM THE GOVERNMENT AND ITS AGENTS**

To the extent the University requests advice, or receives advice, from the government or its agents, the University will document and retain a record of such request and response or unsolicited advice received. Each employee receiving such advice will be responsible for providing a copy of the advice, if written, or a memorandum describing the advice, if oral, to the Director of Compliance. Every effort should be made to obtain such advice in written form. The Director of Compliance will maintain a log record of advice received.

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**10— RESPONSE AND PREVENTION**

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**10.1—REPORTS OF WRONGDOING**

All University employees have a duty under this Program to report possible wrongdoing or suspected violations of applicable federal and state laws and regulations. The University has an open door policy available to all employees acting in good faith to encourage communication, dialogue and the reporting of incidents of potential wrongdoing or suspected violations. A "suspected violation" occurs when an employee has reasonable cause to believe that a violation of a law or regulation applicable to an area covered by this Program; or a violation of this Program; has occurred or will occur. The University will not retaliate or discriminate against any employee who makes a good faith report of a suspected violation regarding the observed conduct or actions, ~~by another person by reason of such a report being made.~~ While the University will strive to maintain the confidentiality of an employee's identity, it may become necessary for such employee's identity to become known or revealed during the investigation process. It will be a violation of this Program to make a report of a suspected violation which is knowingly false.

The reporting methods set forth below apply to reports of suspected violations of law or regulation which apply to areas and matters covered by this Program or to suspected violations of this Program. Other issues should be reported through the University's normal reporting structure.

## 10.2—METHODS OF REPORTING

### 10.2.1—IMMEDIATE SUPERVISOR

The first option for reporting suspected violations of law or regulation is to make the report to the employee's immediate supervisor who can, in turn, work with the Director of Compliance to investigate and rectify any problems. If reporting to the supervisor is inappropriate because the supervisor is absent, does not know the answer, ~~or~~ does not respond in a timely manner, or ~~because the supervisor~~ is suspected of condoning the activity, reports can be made pursuant to one of the other options set forth below.

### 10.2.2—DIRECTOR OF COMPLIANCE

The University desires to establish an open line of communication between all employees and the Director of Compliance to provide for the successful implementation and operation of the Program. The Director of Compliance can be reached by telephone at (405) 271-2511 or during regular ordinary office hours ~~in Room 175D of the Bird Library~~. A message may also be sent to the Director of Compliance via regular or electronic mail.

### 10.2.3 HOTLINE

If an employee wishes to remain anonymous while reporting potential wrongdoing, an employee may call the Helpline, which will be available 24 hours a day, at (405) 271-2223 or toll free at (866) 836-3150. The call will not be traced and the person need not give his or her name.

## 10.3—RESPONDING TO REPORTS

When a report of a suspected violation is received on a matter that does not concern compliance issues, that report will be referred to the appropriate University department. Whenever the Director of Compliance receives a report of a suspected violation, ~~from any source, which allegation that~~ may reasonably constitute a criminal or civil offense, the Director of Compliance will promptly conduct a preliminary review of such allegation. Advice from the Office of Legal Counsel may be sought to determine the seriousness of the allegation. The preliminary review should be completed within a reasonable time of the receipt of the report. If the Director of Compliance reasonably determines that it is necessary to conduct an internal investigation of the alleged misconduct, the Director of Compliance will conduct such an internal investigation in coordination with the applicable ~~D~~department or University officer. The Director of Compliance will notify the appropriate department or University officer, in addition to the General Counsel, prior to initiating any investigation. The internal investigation should be completed within a reasonable time of the initial report. When circumstances so require, the Director of Compliance will proceed more quickly than the time standards set forth herein or authorize additional time to complete the investigations. All internal investigations and their results will be reported to the General Counsel.

Employees under investigation may be removed from their current work activity and put on administration leave pending completion of an investigation or preliminary review upon action of the Director of Compliance or the General Counsel, to the extent permitted by applicable University policies and procedures.

The Director of Compliance should take appropriate steps to secure or prevent the destruction of documents and other evidence relevant to the investigation. Advice from the Office of Legal Counsel regarding any such investigation may be obtained if necessary. Once an investigation is completed, if corrective action is warranted, it should be immediate and imposed in accordance with the University's [Employee-Staff](#) and Faculty Handbooks. (RM, 1/01, p ??<sup>46</sup>) [\(End Norman Campus and Health Science Center text\)](#)

### 3.5.2—INTERNAL AUDITING POLICY CHARTER

#### Policy, Authority, and Responsibility Statements

~~The following statements set forth the policy of The University of Oklahoma Board of Regents regarding the scope of authority and responsibility for the Internal Auditing Department for The University of Oklahoma. These statements serve to (1) impart an understanding of the role and responsibilities of internal auditing to all levels of management and to the University Regents, (2) establish the basis for the guidance and measurement of internal audit performance, (3) upgrade the quality of internal audit work and the effectiveness of internal auditors, and (4) unify the practice of internal auditing throughout the University.~~

#### University Policy

~~It is the policy of The University of Oklahoma Board of Regents to provide an internal auditing department to furnish management personnel at all levels, the President, and the Regents with information to evaluate and control the operations for which they are responsible.~~

~~The position of Director of Internal Auditing is a staff position without authority or direct control over those units being reviewed. In this connection, the University Internal Auditing staff will not install procedures, originate or approve entries or otherwise engage in any activity that they will subsequently be expected to review or appraise.~~

~~The Director of Internal Auditing at The University of Oklahoma is responsible to the President of the University for all of the internal auditing efforts throughout the University. This includes those efforts on the Norman Campus, at the Health Sciences Center in Oklahoma City, at The University of Oklahoma College of Medicine, Tulsa, Cameron University, Lawton, and at any other locations for which The University of Oklahoma Regents have responsibility.~~

~~The Director of Internal Auditing shall be appointed and terminated by the President and the Board of Regents.~~

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<sup>46</sup>[Page number is missing.](#)

~~The President of the University will ensure that:~~

~~The heads of budget units are notified of the importance of the audit function and that full access to facilities, records, and personnel is authorized.~~

~~The annual audit plan as prepared by the Director of Internal Auditing is submitted to the Board of Regents at the regular June meeting each year for review and approval.~~

~~All completed internal audits are filed with the Executive Secretary of the Board of Regents as soon as completed. An audit report will be mailed to any Regent upon request. The Board shall have the opportunity to discuss any report with the Director of Internal Auditing.~~

~~The Director of Internal Auditing reports at each regular meeting of the Board of Regents on any condition which, in the judgment of the Director of Internal Auditing, could adversely affect the organization. Suspected theft, fraud, or misuse of funds will be reported to the Audit Committee.~~

~~The Director of Internal Auditing submits quarterly activity reports to the Board of Regents that summarize audit findings and trends.~~

~~The Director of Internal Auditing will ensure that:~~

~~Units throughout the University are reviewed at appropriate intervals to determine whether they are effectively carrying out their functions of planning, accounting, custody, and control in accordance with management instructions, University policies and procedures and in a manner that is consonant with University objectives.~~

~~The results of audits, opinions formed, and recommendations made are promptly reported to appropriate management personnel.~~

~~Plans or actions taken by management to correct reported conditions are evaluated for satisfactory disposition during follow-up reviews and, if the disposition is considered unsatisfactory at this time, to see that further discussions are held to achieve a satisfactory disposition.~~

#### ~~THE DIRECTOR OF INTERNAL AUDITING~~

##### ~~Statement of Authority, Objective and Responsibility~~

~~Authority — The Director of Internal Auditing at The University of Oklahoma is authorized by the President and the Regents to direct a broad, comprehensive program of internal auditing throughout the University. The University Internal Auditing Department will examine and evaluate the adequacy and effectiveness of the systems of management control provided by the University to direct its activities toward the accomplishment of stated objectives in accordance with University policies and procedures. In order to accomplish these objectives, the Director of Internal Auditing and the Internal Auditing staff are authorized by the President and the Board of Regents to have full, free, and unrestricted access to all University functions, records property, and personnel. In the event any officer, agent, or employee of the University shall fail to cooperate fully with the Director of Internal Auditing or shall otherwise hinder or prevent or~~

attempt to hinder or prevent any audit, the Director of Internal Auditing shall immediately and simultaneously report the same to the President and to the Board of Regents.

~~Objective and Responsibility—The objectives of the Director of Internal Auditing are (a) to assist the President of the University and the University Regents in determining that~~

~~University funds and other resources are being handled consistent with Federal, State, and University policies and procedures and within University objectives, (b) to assist the President, the Regents, and the various units of the University by identifying financial and managerial situations in need of improvement and by suggesting possible improvements, and (c) to suggest changes in University policies and procedures when appropriate to improve the ability of the University to meet better its mission and objectives.~~

~~In this connection, the Director of Internal Auditing will have the responsibility for the direction, personnel, budget, and day-to-day operation of the Auditing Office on the Norman Campus and of the Office of Internal Audits located at The University of Oklahoma Health Sciences Center.~~

~~Specific responsibilities include:~~

- ~~▪ Report directly and simultaneously to the President, and to the Board of Regents if an issue of major importance comes to his/her attention.~~
- ~~▪ Recommend to the President an annual audit program to review units throughout the University.~~
- ~~▪ Direct audits of financial records and business operations of University departments and activities to appraise their compliance with established University policies and procedures, the efficiency of their operating systems, and the effectiveness of their accounting, financial, and other operating controls.~~
- ~~▪ Review procedures and records of University departments and activities for their adequacy to accomplish intended objectives, and appraise policies and plans relating to the activity or function under audit review.~~
- ~~▪ Prepare and issue audit reports on the results of audits performed.~~
- ~~▪ Develop recommendations to satisfy audit deficiencies.~~
- ~~▪ Appraise the adequacy of the action taken by University departments and activities to correct reported deficient conditions through post audit reviews; continue reviews with appropriate management personnel on actions considered inadequate until there has been a satisfactory resolution of the matter.~~
- ~~▪ Advise campus offices on acceptable business procedures and internal controls.~~
- ~~▪ Conduct special reviews or investigations as directed by the President of the University and/or the University Regents.~~

- ~~Serve as facilitator and coordinator for all federal, State and other external audit agencies. All external audit agencies must contact the Director of Internal Auditing for all entrance and exit audit conferences. The Director of Internal Auditing will ensure that all audit reports for institutions governed by the Board of Regents are presented to the Board of Regents. (RM, 2-12-86, pp. 18859-64; 3-8-90, P. 21624; 12-9-97, p. 25709; 12-10-98, p. 26195).~~

## INTERNAL AUDIT CHARTER

### PURPOSE

Internal auditing is an independent appraisal activity established within the University organization to examine and evaluate its activities. The objectives of internal auditing are to assist members of the organization in the effective discharge of their responsibilities by furnishing them with analysis, appraisals, recommendations, and pertinent comments concerning the activities reviewed. However, the internal audit review and appraisal of an area shall not in any way relieve management of its assigned responsibilities.

~~Internal auditing is an independent appraisal activity established within the organization to examine and evaluate its activities. The objectives of internal auditing are to assist members of the organization in the effective discharge of their responsibilities by furnishing them with analysis, appraisals, recommendations and pertinent comments concerning the activities reviewed. However, the internal audit review and appraisal of an area shall not in any way relieve management of its assigned responsibilities.~~

~~3909D and Okla. Stat. Tit. 70. 228 and 229 provide that the Board of Regents shall establish an internal audit function, which employs a sufficient number of internal auditors to meet the Board's fiduciary responsibilities. The internal audit function shall be responsible to the Board of Regents and the Presidents, and shall be conducted in accordance with "Standards for the Professional Practice of Internal Auditing." The Presidents and all members of the Board of Regents shall receive copies of the audit reports, as well as, the State Auditor and Inspector. The Board of Regents shall, at least annually, review and prescribe the plan of work to be performed by the internal auditors.~~

~~The Internal Audit Director at the University of Oklahoma is authorized by the Presidents and the Regents to direct a board, comprehensive program of internal auditing throughout the University. The University Internal Audit Department will evaluate the adequacy of the internal control structure. In order to accomplish these objectives, the Internal Audit Director and the Internal Audit Staff are authorized by the Presidents and the Board of Regents to have full, free, and unrestricted access to all University functions, records, property, and personnel. In the event any officer, agent, or employee of the University shall fail to cooperate fully with the Internal Audit Director or shall otherwise hinder or prevent or attempt to hinder or prevent any audit, the Internal Audit Director shall immediately and simultaneously report the same to the appropriate President and to the Board of Regents Finance and Audit Committee.~~

~~The position of Internal Audit Director is a staff position without authority or direct control over those units being reviewed. In this connection, the University Internal Audit Staff will not~~

install procedures, originate or approve entries or otherwise engage in any activity that they will subsequently be expected to review or appraise.

The Internal Audit Director is responsible to the Board of Regents and the Presidents of the Universities for all of the internal auditing efforts throughout the Universities. This includes those efforts on the Norman Campus; at the Health Sciences Center in Oklahoma City; the Norman Campus and Health Sciences Center Campus functions in Tulsa; Cameron University, Lawton; Rogers State University, Claremore; and at any other locations for which The University of Oklahoma Regents have responsibility. The Internal Audit Director shall be appointed and terminated by the Board of Regents and the Presidents.

#### AUTHORITY

Oklahoma law provides that the Board of Regents shall establish an internal audit function that employs a sufficient number of internal auditors to meet the Board of Regents' fiduciary responsibilities. The internal audit function shall be responsible to the Board of Regents and the President and shall be conducted in accordance with "Standards for the Professional Practice of Internal Auditing." The President and all members of the Board of Regents shall receive copies of the audit reports, as will the State Auditor and Inspector. The Board of Regents shall, at least annually, review and prescribe the plan of work to be preformed by the internal auditors.

The Internal Audit Director at the University is authorized by the Board of Regents to direct a broad, comprehensive program of internal auditing throughout the University. The University Internal Audit Department will evaluate the adequacy of the internal control structure. In order to accomplish these objectives, the Internal Audit Director and the Internal Audit staff are authorized by the President and the Board of Regents to have full, free, and unrestricted access to all University functions, records, property, and personnel. In the event any officer, agent, or employee of the University shall fail to cooperate fully with the Internal Audit Director or shall otherwise hinder or prevent or attempt to hinder or prevent any audit, the Internal Audit Director shall immediately and simultaneously report the same to the President and to the Board of Regents Finance and Audit Committee.

The position of Internal Audit Director is a staff position without authority or direct control over those units being reviewed. In this connection, the University Internal Audit staff will not install procedures, originate or approve entries, or otherwise engage in any activity that they will subsequently be expected to review or appraise.

The Internal Audit Director is responsible to the Board of Regents and the Presidents of the Universities for all of the internal auditing efforts throughout the Universities. This includes those efforts on the Norman Campus, the Health Sciences Center Campus, and the Norman Campus and Health Sciences Center Campus functions in Tulsa, Cameron University and Rogers State University and at any other locations for which the Board of Regents has responsibility. With the advice of the Presidents, the Internal Audit Director shall be appointed and terminated by the Board of Regents and the President.

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#### RESPONSIBILITIES

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The Internal Audit Department shall execute a comprehensive program to ensure all activities of the University are reviewed at appropriate intervals, as determined by the Internal

Audit Director and the Board of Regents Finance and Audit Committee. An annual audit plan shall be prepared and submitted to the Board of Regents each year for review and approval.

The Internal Audit Department shall review and evaluate systems of control and the quality of ongoing operations, recommend action to correct any deficiencies, and follow up on management's response to assure that corrective action is taken on a timely basis. Annually, the Internal Audit Director shall report on the adequacy of the internal control structure for the University.

The Internal Audit Department shall appraise the quality of management performance in terms of compliance with policies, plan, procedures, laws, and regulations.

The Internal Audit Department shall identify operational opportunities for improvement in performance by appraising functional effectiveness against industry standards and sound business practices.

University employees have a duty to report suspected violations of law or regulation to their immediate supervisor, who will work with the Director of Compliance or the Internal Audit Department to investigate and rectify any issues. ~~shall notify the Internal Audit Department of any instance of suspected fraud.~~ The Internal Audit Department will coordinate internal investigations of suspected fraud with the appropriate University officials (e.g., Office of Legal Counsel, Campus Police, University officers, and/or departmental personnel)

The Internal Audit Department shall conduct special reviews and consulting services as directed by the Presidents and Board of Regents. Special reviews and consulting services requested by departmental management may be performed at the discretion of the Internal Audit Director. Care should be taken as to retain independence and avoid conflicts of interest when performing consulting services. Consulting services include, but are not limited to, assistance in the implementation of new computer systems and the compliance with new laws and regulations. As part of an implementation team, internal auditors may serve as non-voting members on related steering committees.

The Internal Audit Director shall ensure that written reports are prepared for each internal audit and that such reports are furnished to appropriate administrative personnel and Executive Officers responsible for the audited activity. All completed internal audits shall be submitted to the President, filed with the Vice President for University Governance as soon as completed, and provided to all Regents. The Board of Regents shall have the opportunity to discuss any report with the Internal Audit Director.

The Internal Audit Department shall evaluate the adequacy of management's corrective action and perform necessary follow-up procedures to ensure that the corrective action has been implemented.

The Internal Auditing Director shall report at each regular meeting of the Board of Regents on any condition that, in the judgment of the Director, could adversely affect the



University. Suspected theft, fraud, or misuse of funds will be reported to Board of Regents Finance and Audit Committee.

The Internal Audit Department shall submit quarterly activity reports to the Board of Regents Finance and Audit Committee that summarize audit findings and trends.

The Internal Audit Department shall serve as facilitator and coordinator for all federal, state, and other external audit agencies. All external audit agencies shall contact the Internal Audit Director for all entrance and exit audit conferences.

The Internal Audit Director will have the responsibility for the direction, personnel, budget, and day-to-day operation of the internal audit function.

(RM,2-12-86, pp. 18859-64; 3-8-90,p. 21624; 12-9-97,p. 25709).

The Internal Audit Department shall execute a comprehensive program to ensure all activities of the organization are reviewed at appropriate intervals, as determined by the Internal Audit Director and the Finance and Audit Committee. An annual audit plan shall be prepared and submitted to the Board of Regents each year for review and approval.

The Internal Audit Department shall review and evaluate systems of control and the quality of ongoing operations, recommend action to correct any deficiencies, and follow up on management's response to assure corrective action is taken on a timely basis. Annually the Internal Audit Director shall report on the adequacy of the internal control structure for each university.

The Internal Audit Department shall appraise the quality of management performance in terms of compliance with policies, plans, procedures, laws, and regulations.

The Internal Audit Department shall identify operational opportunities for improvement in performance by appraising functional effectiveness against industry standards and sound business practices.

The Internal Audit Department shall conduct or participant in internal investigations of suspected theft or fraud and provide advice relating to internal fraud and security.

The Internal Audit Department shall conduct special reviews and consulting services as directed by the Presidents and Regents. Special reviews and consulting services requested by departmental management may be performed at the discretion of the Internal Audit Director. Care should be taken as to retain independence and avoid conflicts of interest when performing consulting services. Consulting services include, but are not limited to, assistance in the implementation of new computer systems and the compliance with new laws and regulations. As part of an implementation team, internal auditors may serve as non-voting members on related steering committees.

The Internal Audit Director shall ensure that written reports are prepared for each internal audit and that such reports are furnished to appropriate management personnel and the senior officer responsible for the audit activity. All completed internal audits shall be submitted to the applicable President and filed with the Vice President for University Governance as soon as

~~completed and provided to all Regents. The Board shall have the opportunity to discuss any report with the Internal Audit Director.~~

~~The Internal Audit Department shall evaluate the adequacy of management's corrective action and perform necessary follow-up procedures to ensure that the corrective action has been implemented.~~

~~The Internal Audit Director shall report at each regular meeting of the Board of Regents on any condition that, in the judgment of the Director, could adversely affect the organization. Suspected theft, fraud, or misuse of funds will be reported to the Finance and Audit Committee.~~

~~The Internal Audit Department shall submit quarterly reports to the Board of Regents Finance and Audit Committee that summarize audit findings and trends.~~

~~The Internal Audit Department shall serve as facilitator and coordinator for all Federal, State, and other external audit agencies. All external audit agencies shall contact the Internal Audit Director for all entrance and exit audit conferences.~~

~~The Internal Audit Director will have the responsibility for the direction, personnel, budget, and day to day operation of the internal audit function.~~ (RM, 2-12-86, pp. 18859-64; 3-8-90, P. 21624; 12-9-97, p. 25709; 12-10-98, p. 26195).

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**AUTHORITY**

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[Okla. Stat. Tit. 74.](#)

### 3.5.3—CONFIDENTIALITY OF LIBRARY RECORDS

~~Records related to the circulation of library materials which contain names or other personally identifying details regarding the users of The University of Oklahoma Libraries are confidential and may not be disclosed except to persons acting within the scope of their institutional duties, to persons authorized by the user, or pursuant to subpoena, court order, or where otherwise required by law.~~

The University of Oklahoma adheres to Oklahoma and federal state law with respect to confidentiality of library records. The records of library materials you borrowed or used cannot be disclosed to anyone except:

- 1) persons acting within the scope of their duties in the administration of the library;
- 2) persons authorized to inspect such records, in writing, by the individual or group whose records are sought; or 3) by order of a court of law. (O.S.L. 1985, section 1, chapter 81; 65 O.S. supp 1985, section 1-105; RM, 6-13-85, pp. 18415-6)
- 3) as otherwise required by law.

### 3.5.4—ETHICS IN RESEARCH

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**INTRODUCTION**

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Research and other scholarly activity at ~~the~~ the University of Oklahoma must be above reproach. Each member of the University community has the responsibility to ensure the integrity and ethical standards in any activity with which he or she is associated directly, or any activity of which there is sufficient knowledge to determine its appropriateness. Misconduct in the conduct of research undermines the scholarly enterprise and erodes the public trust in the University community to conduct research and communicate results using the highest standards and ethical practices. The University of Oklahoma is responsible both for promoting scholarly practices that prevent misconduct and for developing policies and procedures for dealing with allegations or other evidence of scholarly or research misconduct.

This policy establishes uniform policies and procedures for investigating and reporting instances of alleged or apparent misconduct involving research, including but not limited to, research or research training, applications for support of research or research training, applications for research or research training, or related research activities that are supported with funds made available under the Public Health Service Act. The policies and procedures outlined

below apply to faculty, staff, and students. They are not intended to address all scholarly issues of an ethical nature. For example, discrimination and affirmative action issues are covered by other ~~institutional~~ [University](#) policies.

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**DEFINITION OF SCHOLARLY MISCONDUCT**

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(The text below appears in the Norman Campus and Health Science Center Faculty Handbook)

Scholarly misconduct involves any form of behavior which entails an act of deception whereby one's work or the work of others is misrepresented. Other terms, such as research fraud, are here subsumed within the term "scholarly misconduct" as defined below. The term scholarly misconduct will be used to encompass scientific as well as other types of scholarly misconduct. Scholarly misconduct is distinguished from honest errors and ambiguities of interpretation that are inherent in the scholarly process. Further, scholarly misconduct involves significant and intentional breaches of integrity which may take numerous forms such as, but not limited to, those outlined below:

Falsification of data ranging from fabrication to deceptive selected reporting of findings and omission of conflicting data.

Plagiarism and other improper assignment of credit, such as excluding others or claiming the work of others as one's own; presentation of the same material as original in more than one publication; inclusion of individuals as authors who have not made a definite contribution to the work published; and submission of multi-authored publications without the concurrence of all authors.

Improper use of information gained by privileged access, such as through service on peer review panels, editorial boards or policy boards of research funding organizations.

Serious deviation from the scientific method accepted in proposing or carrying out research, deliberate manipulations or improper reporting of results.

Material failure to comply with federal, state, or institutional rules governing research; including, but not limited to, serious or substantial violations involving the use of funds; care of animals; protection of human subjects; or use of investigational drugs, recombinant products, new devices, or radioactive, biological and/or chemical materials.

Inappropriate behavior in relation to misconduct; including, but not limited to, inappropriate accusations of misconduct; failure to report known or suspected misconduct; withholding or destruction of information relevant to a claim of misconduct; and retaliation against persons involved in the allegation or investigation of misconduct.

The Board of Regents ~~of the University of Oklahoma~~ shall have governance and oversight of the Ethics in Research Policy. The specific regulations concerning the Ethics in Research Policy, which must conform to federal regulations, shall be set forth in the Faculty Handbooks and the ~~s~~Staff ~~h~~Handbook of the respective campuses of the University ~~of Oklahoma~~ as approved by the ~~B~~oard of Regents. Any modification to a ~~B~~oard of Regents' policy in these ~~h~~Handbooks must be made through action of the Board of Regents.

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**PROCESS FOR HANDLING ALLEGATIONS OF SCHOLARLY MISCONDUCT**

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**INITIATION**

Initiation of an allegation of misconduct. Initial allegations or evidence may be reported to any faculty member or administrator, who must then report the allegations to the [Senior Vice President and Provost](#) or his or her designee (hereinafter referred to as "Provost") on the campus where the misconduct allegedly occurred. The person appropriate in most situations would be the Vice President for Research. If the person to whom the report would normally be given is involved in some way in the misconduct, the next higher academic officer should be informed. The [Senior Vice President and Provost](#) shall take interim administrative actions, as appropriate, to protect ~~F~~ederal funds and insure that the purposes of the ~~F~~ederal financial assistance are carried out during the inquiry and investigation stages.

The [Senior Vice President and Provost](#) shall informally review any allegations of scholarly misconduct, confer with the dean of the college in which the allegation is alleged to have occurred ~~and as well as University Legal Counsel,~~ and determine whether the allegation warrants initiation of the inquiry process according to the policies and procedures for scholarly misconduct or whether other University policies or procedures should take precedence. The [Senior Vice President and Provost](#) will counsel the individual(s) making the allegation, as to the policies and procedures to be used. If the reporting individual chooses not to make a formal allegation but the [Senior Vice President and Provost](#) believes an inquiry is warranted, an inquiry shall be initiated. The ~~institution-University~~ will pursue an allegation of misconduct to its conclusion, even if the person against whom the allegation is made (hereinafter referred to as the "Respondent") leaves or has left the ~~institution-University~~ before the case is resolved.

**STEPS**

The first step of the review process is an inquiry which has as its purpose fact finding in an expeditious manner to help determine if an allegation is deserving of further formal investigation, and if formal investigation is not warranted, to make recommendations concerning the disposition of the case.

An Inquiry Committee composed of no fewer than three tenured faculty with no real or apparent conflict of interest, with no appointment in the department of either the individual(s) making the allegation or the Respondent, and with appropriate expertise for evaluating information relevant to the case shall be appointed by the [Senior Vice President and Provost](#) within fifteen days after receipt of an allegation.

The [Senior Vice President and Provost](#) shall notify the Respondent, in writing, of the allegations and the procedures which will be used to examine the allegations. The Respondent will be informed of the proposed membership of the Inquiry Committee to identify in advance any bias or conflict of interest.

Where the individual(s) making the allegation seeks anonymity, the Inquiry Committee shall operate in such a way as to maintain the anonymity to the degree compatible with accomplishing the fact-finding purpose of the inquiry. Such anonymity cannot, however, be assured. Further, this

anonymity may be neither desirable nor appropriate where individual(s) testimony is important to the substantiation of the allegations.

Information, expert opinions, records, and other pertinent data may be requested by the [Inquiry eCommittee](#). All involved individuals are obligated to cooperate with the Inquiry Committee by supplying such requested documents and information. Uncooperative behavior may result in immediate implementation of a formal investigation or ~~institutional~~ [University](#) sanctions.

All material will be considered confidential and shared only with those with a need to know. The [Senior Vice President and](#) Provost and the members of the Inquiry Committee are responsible for the security of relevant documents.

In order to gather evidence, whenever possible, the Inquiry Committee will conduct interviews of all individuals possessing relevant information but in particular the Respondent and the individual(s) making the allegation.

All individuals may have the assistance of personal legal counsel at their expense at both the inquiry and investigative stages; however, principals are expected to speak for themselves at the interviews.

The review by the Inquiry Committee should be completed and a written report filed within sixty days of written notification to the Respondent that an Inquiry Committee is being named. The written report shall contain what evidence was reviewed, summarize relevant interviews, and include the conclusions of the [Inquiry](#) Committee. If this deadline cannot be met, a request for extension and a report of reasons and progress to date, together with the anticipated time frame, should be filed with the [Senior Vice President and](#) Provost, and all individuals with a need to know should be informed.

The written report of the Inquiry Committee will be conveyed to the ~~s~~[Senior Vice Prseident](#) ~~and~~ Provost, who shall give a copy of the written report ~~of inquiry~~ to the Respondent. The Respondent shall have ten working days to comment in writing upon the findings and recommendations of the [Inquiry](#) Committee. These comments shall be made part of the record.

If, after reviewing the outcome of the inquiry, the [Senior Vice President and](#) Provost determines the need for a formal investigation, the [Senior Vice President and](#) Provost will initiate that action within fifteen days by appointment of an [Investigating Committee of Investigation](#), and by immediately notifying, among others with a need to know, the Director of the Office of Research Integrity, if appropriate, and the funding source, if any, that an investigation is being undertaken. This notification is expected to occur within twenty-four hours of the determination of the need for a formal investigation. Under certain circumstances, the ~~institution~~ [University](#) may be expected to notify the sponsoring agency or funding source at a point prior to the initiation of an investigation. Factors used in determining the timing of such notification include the seriousness of the possible misconduct, the presence of an immediate health hazard, and consideration of the interests of the funding agency, the scientific community, the public, and the individual who is the subject of the inquiry or investigation and his/her associates.

If, after reviewing the outcome of an inquiry, the [Senior Vice President and](#) Provost determines that a formal investigation is unwarranted, or if the inquiry is terminated for any reason, the [Senior Vice President and](#) Provost shall notify all involved individuals and make

diligent efforts to restore the reputations of persons alleged to have engaged in misconduct when allegations are not confirmed, shall also undertake diligent efforts to protect the positions and reputations of those persons who, in good faith, have made allegations of scientific misconduct and, if appropriate, shall send a report to the Office of Research Integrity stating the intent to terminate the procedure without an investigation and including a description of the reasons for such termination. If the [Investigating](#) Committee finds the allegations not to have been brought in good faith, sanctions may be recommended against the individual(s) making the allegation.

Records of the inquiry are confidential to the maximum extent possible and are to be passed on to an Investigating Committee only if a formal review is initiated. The records of inquiry shall contain sufficiently detailed documentation of the inquiry to permit a latter assessment of the reasons for determining that an investigation was not warranted, if necessary. If a formal review is not initiated, the records shall be kept by the [Senior Vice President and](#) Provost for at least three years after completion of the inquiry and, if appropriate, shall, upon request, be provided to authorized Department of Health and Human Services personnel.

### INVESTIGATION

The [Senior Vice President and](#) Provost shall appoint an Investigating Committee of no fewer than three senior faculty who are without conflict of interest, hold no appointment in the departments of either the individual(s) making the allegation or [the](#) Respondent, and have appropriate expertise for evaluating the information relevant to the case. Preferably, at least one member should not be associated with the ~~institution~~[University](#).

The [Senior Vice President and](#) Provost shall notify the Respondent, in writing, that there will be an investigation and of the procedures to be used during the investigation. The Respondent will be informed of the proposed membership of the Investigating Committee to identify any bias or conflict of interest.

The purpose of the Investigating Committee is to explore further the allegation and to determine whether serious scholarly misconduct has been committed, and, if so, the extent of the misconduct. The investigation normally will include examination of all documentation, including but not necessarily limited to relevant research data and proposals, publications, correspondence and memoranda of telephone calls. Interviews should be conducted of all individuals involved, including the Respondent and the individual(s) making the allegation, as well as other individuals who might have information regarding key aspects of the allegations. Respondent shall be given the opportunity to address the allegations and evidence at the interviews. Complete summaries of these interviews should be prepared, provided to the interviewed party for comment or revision, and included in the investigatory file. The [Investigating](#) Committee may request the involvement of outside experts. The investigation must be sufficiently thorough to permit the [Investigating](#) Committee to reach a firm conclusion about the validity of the allegation(s) and the scope of the wrongdoing or to be sure that further investigation will be unlikely to alter an inconclusive result. In the course of an investigation, additional information may emerge that may justify broadening the scope of the investigation beyond the initial allegation. Should this occur, the Respondent is to be informed, in writing, of any significant new directions in the investigation. In addition to making a judgment on the veracity of the charges, the Investigating Committee may recommend to the [Senior Vice President and](#) Provost appropriate sanctions.

As the ~~institution~~ [University](#) is responsible for protecting the health and safety of research subjects, patients, students, staff, and ~~F~~ederal funds as well as the public interest, interim



administrative action prior to conclusion of either the inquiry or the investigation may be indicated. Such action may range from restriction on some activities to full suspension of the Respondent. Notification of external sponsors and the Office of Research Integrity, if appropriate, may be initiated by the Provost.

All individuals involved in the investigation are obligated to cooperate in timely fashion by producing any additional data requested for the investigation. Copies of all materials obtained by the [Investigating](#) Committee shall be provided to the Respondent and to other concerned individuals as judged appropriate by the [Investigating](#) Committee.

The proceedings of the [Investigating](#) Committee are confidential and will be closed. A tape recording of proceedings may be made.

After the investigation has been completed, the Investigating Committee shall deliberate, and prepare its findings and recommendations.

All significant developments during the formal investigation as well as the interim and final findings and recommendations of the Investigating Committee will be reported by the [Senior Vice President and](#) Provost, among others, to the research sponsor and the Office of Research Integrity, if appropriate.

Every effort should be made to complete the investigation within 120 days; however, it is acknowledged that some cases may render this deadline difficult to meet. In such cases, the Investigating Committee shall compile a progress report, identify reasons for the delay, and request an extension from the [Senior Vice President and](#) Provost. The [Senior Vice President and](#) Provost shall convey to the funding or other relevant agency such information as may be required by it, at intervals as required by the agency.

Upon completion of the investigation, the [Investigating](#) Committee shall submit to the [Senior Vice President and](#) Provost a full report which details the [Investigating](#) Committee's findings, recommendations, and the documentation to substantiate the investigation's findings. This report shall be sent to the Respondent by the [Senior Vice President and](#) Provost. The Respondent shall be given twenty working days to comment in writing on the allegations, evidence findings and recommendations of the Investigating Committee. Based on all the information received, the [Senior Vice President and](#) Provost shall then make the decision regarding application of sanctions and shall so inform the Respondent in writing of the sanctions and the appeal process. If the sanctions involve the recommendation for termination of employment, the academic termination procedures of the University will be invoked.

When appropriate, the [Senior Vice President and](#) Provost will submit the final report of the investigation to the Director of the Office of Research Integrity and the funding agency. In cases involving a recommendation for severe sanctions, the notification will state "~~¶~~These sanctions are being recommended and, following University policy, appropriate procedures to appeal the case will be initiated." On occasion, ~~they~~ [the sanction](#) may require a request for an extension. At the conclusion of the University process, the final report will be submitted. The final report must describe the policies and procedures under which the investigation was conducted, how and from whom information was obtained relevant to the investigation, the findings and the basis for the findings, and ~~include~~ the actual text or accurate summary of the views of any individual(s) found to have engaged in misconduct, as well as a description of any sanctions taken by the University.

If the formal investigation is terminated for any reason without completing all of the requirements for an investigation, the Provost shall, if appropriate, send a report to the Office of Research Integrity stating the intent to terminate the investigation, including a description of the reasons for such termination.

#### RESOLUTION

**Finding of absence of scholarly misconduct.** All research sponsors and others initially informed of the investigation shall be informed in writing that allegations of misconduct were not supported. If the allegations are deemed to have not been made in good faith, appropriate disciplinary action should be taken against the individual(s) making the allegation. If the allegations, however incorrect, are deemed to have been made in good faith, no disciplinary measures are indicated and an effort should be made to prevent retaliatory actions. In publicizing the findings of no misconduct, the ~~institution~~-University should be guided by whether public announcements will be harmful or beneficial in restoring any reputation(s) that may have been lost or damaged. Usually, such decisions should rest with the person who was wrongfully accused. Diligent Reasonably appropriate efforts, as appropriate, should be undertaken to restore the reputations of persons alleged to have engaged in misconduct when allegations are not confirmed and to protect the positions and reputations of those persons who, in good faith, make allegations.

**Findings of scholarly misconduct.** The Senior Vice President and Provost is responsible for notification of all federal agencies, sponsors, or other entities initially informed of the investigation of the finding of scholarly misconduct. The ~~institution~~-University should take action appropriate for the seriousness of the misconduct, including but not limited to the following:

##### 1) Notification

Consideration should be given to formal notification of the following, among other appropriate entities:

- Sponsoring agencies, funding sources
  - Co-authors, co-investigators, collaborators
  - Department, School, or ~~Institution~~-University
  - Editors of journals in which fraudulent research was published
  - Editors of other journals or publications, other institutions, other sponsoring agencies, and funding sources with which the individual has been affiliated
  - State professional licensing boards
  - Professional societies
- 2) Institutional Disciplinary Action — including, but not limited to the following:
- Removal from particular project

- Special monitoring of future work
- Letter of reprimand
- Probation for a specified period with conditions specified
- Suspension of rights and responsibilities for a specified period, with or without salary
- Termination of employment

#### APPEAL

Individuals may appeal the judgment of the Investigating Committee and/or the sanction. A written statement of the grounds for the appeal must be submitted to the President within thirty days of written notification of the results of the investigation. Grounds for appeal include, but are not limited to, new previously unconsidered evidence which was not available earlier, sanctions not in keeping with the findings, conflicts of interest not previously known among those involved in the investigation, or other lapses in due processes. Upon receipt of a written appeal, the President will evaluate the evidence and make a determination. ~~He/She~~ The President may, at his/her discretion, reopen the investigation. The President's decision will be binding on all parties and will be conveyed to all involved in a timely fashion. In case of termination of employment, the decision may be appealed according to University policy and procedure. regulations. (RM, 5-9-85, p. 18378; 12-20-89, p. 21508; 6-25-97, p. 25458; 3-29-00, p. 26909) (End Norman Campus and Health Science Center text)

### 3.5.5—AMERICAN INDIAN/ALASKAN NATIVE ~~ETHNIC~~ MEMBERSHIP VERIFICATION POLICY <sup>47</sup>

Selected University resources, programs, activities, and services are made available and allocated to students based upon specific criteria ~~including ethnic origin or~~ of tribal affiliation. To ensure these resources are utilized in the most effective manner, and for the students to whom they are committed, it is the policy of ~~The University of Oklahoma~~ to require those students who wish to use those services, programs, activities, and resources committed to American Indians/Alaskan Natives, to verify their affiliation with one of the various Native American tribes, nations, pueblos, bands, and villages that are sovereign entities that have as their sovereign right the ability to determine their membership. Currently, the federal government recognizes approximately 510 Native American tribes, nations, pueblos, bands, ~~or~~ and Alaskan villages. (RM, 1-24-95, p. 24225; 3-29-00, p. 26909)

### 3.5.6—SAM NOBLE OKLAHOMA MUSEUM OF NATURAL HISTORY COLLECTIONS MANAGEMENT POLICY

The Sam Noble Oklahoma Museum of Natural History is an independent research department of the University and is dedicated to preserve, increase, and disseminate knowledge of the natural and cultural history of Oklahoma and the world.

~~This~~The Collections Management Policy recognizes that these collections pertain to the University and that their use is quite multifaceted, including research by University faculty and students, as well as by visiting scholars. Moreover, the Museum is mandated to utilize its collection and submit knowledge to the public by means of exhibits, interpretive programs, and other appropriate media.

The Museum is empowered to collect and accept materials within the broad area of its charter, including science and history. Nevertheless, it is clear that the Museum cannot collect materials indiscriminately and the Collections Management Policy carefully details the limits to collecting that must be exercised by Museum administrators and staff. The policy makes clear the Museum must provide proper care and storage for those items which it accepts. All collections are made with a consideration for compliance with all laws and regulations of the University and state and federal governments concerning acquisitions of museum items. Generally, the Museum will only accept only items whose ownership has been transferred to the Museum or the University.

The policy also deals with the documentation that is required for acceptable collection management, the steps that must be followed if items are to be removed from the collection, and regulations pertaining to transfer of items from the Museum to other organizations within the University. The President ~~of the University~~ is authorized to make future operating changes in the policy that do not significantly change the role, mission, or structure of the Museum. (RM, 4-11-85, p. 18363, edited; 6-13-91, p. 22469, edited; 3-29-00, p. 26909)

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<sup>47</sup> Recommend placing this with other student-related policies.

3.5.7—OKLAHOMA GEOLOGICAL SURVEY<sup>48</sup>

The law places the govern~~ance~~ment and control of the Oklahoma Geological Survey under the Board of Regents ~~of The University of Oklahoma~~. In the administration of the ~~said~~ Survey, the Director shall bear the same relation to the President ~~of the University~~ as the deans of the several schools and colleges in the University, and all communications and recommendations to the Board of Regents from the Director, and all communications and recommendations from the Board of Regents to the Director, shall be transmitted through the President ~~of The University of Oklahoma~~. (RM, 6-6-27, p. 284)

The general administrative officers of the University, such as the Vice Presidents, the Director of Purchasing, the Controller, the Accounting Office, the Bursar, the Physical Plant Department, and other officers of general administration have the same relation to the Survey that they have with other departments, colleges, or divisions of the University. (RM, 9-10-53, pp. 4693-94)

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<sup>48</sup> Omit, or include all other surveys-- the Climate, Biological, Archaeological, etc.

## SECTION 4 – FINANCE & MANAGEMENT

The Board of Regents is constitutionally vested with the governance of the University. Within its authority is the governance of all finance and management matters, including without limitation, investment; collections; contractual authority; acquisition, development, and disposition of property; financial aid; financial emergency; and buying and selling goods and services. Specific provisions pertaining to finance and management and related matters may be set forth in the Faculty and Staff Handbooks, student handbooks such as the Student Code of Responsibilities and Conduct for the Norman Campus, University Guide to Services, and/or other official policy documents of the respective campuses. Any modification to a Board of Regents policy in the policy documents referred to above or elsewhere must be made through action of the Board of Regents

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### 4.1 — ~~INVESTMENT OF TEMPORARILY IDLE CASH~~ SHORT-TERM INVESTMENT POLICY

The investment procedures described below are intended to govern the process of investing funds of ~~The University of Oklahoma~~ under the constitutional and statutory authority of the Board of Regents ~~of The University of Oklahoma~~.

In order to maximize the return on investments, the Vice Presidents for Administrative Affairs at the Health Sciences Center and Norman campuses, or their respective designees, ~~may shall~~ invest all allowable funds of the ~~institution-University~~ that can be invested for and on behalf of ~~The University of Oklahoma~~ Board of Regents. Such funds shall include all monies on deposit in the Agency Special Accounts (including, but not limited to, payroll trust funds, funds transferred to construction accounts, and travel trust funds), Treasury Funds, and Agency Relationship accounts (including, but not limited to, funds which are advanced by granting agencies as directed by conditions required by the terms of the contract or grant or as required or permitted by terms of a bond resolution or donor requirement) that are not required to be invested by the State Treasurer.

The Vice Presidents, or their respective designees, shall establish procedures to sufficiently analyze the cash flow requirements of the ~~institution-University~~ and determine the amount of funds to be invested and the time period of the investment(s). Said procedures shall address liquidity, diversification, safety of principal, yield, maturity and quality and capability of investment management (with primary emphasis on safety and liquidity), reporting and documentation of investments, ~~the~~ selection of financial institutions, and competitive bidding. Allowable instruments shall include those permitted for investment of ~~s~~State monies, as ~~enumerated in Section 89.2(a) of Title 62 of the Oklahoma Statutes provided by Oklahoma law~~. Allowable monies may be invested through the Office of the State Treasurer or, provided a higher return on the investment can be earned, with other financial institutions. The ~~respective~~ Vice Presidents will periodically analyze market conditions and evaluate the investment performance of the State Treasurer's office.

Interest income from investments made by the State Treasurer shall accrue to the ~~institution's~~ University's Agency Special Fund or fund from which the investment was made, in accordance with the

provisions of ~~Section 3906 of Title 70 of~~ the Oklahoma Statutes. The Vice Presidents shall deposit all interest income into the original accounts generating the principal invested, as required by the terms of the specific grants or contracts or as required by terms of bond resolutions, donor requirements, federal regulations, or other ~~University of Oklahoma Board of~~ Regents' policy statements. Interest accrued by the investment of pooled funds shall be distributed in accordance with the needs determined by the President and reported to the Board of Regents annually. The University officials designated above shall ensure that required procedures and records are maintained and available for audit by internal, external, and State auditors. (RM, 4-19-50, pp. 3467-8; 10-10-57, pp. 5809-10; 2-8-73, pp. 11980-81; 6-10-82, p. 17031; 12-20-89, p. 21516; 5-9-90, p.21771; 3-29-00, p. 26909)

## 4.2—DEBT POLICY<sup>1</sup>

The issuance of debt shall be in accordance with the Board of Regents' authority to issue said debt, as provided by state law. All debt shall be secured in accordance with Oklahoma law and the administrative rules of the Council of Bond Oversight. Debt is defined to include all current (short-term) and long-term obligations, guarantees, and instruments that have the effect of committing the University to future payments. Generally, debt obligations encompassed by this policy will take the form of bonds, notes, loans, or capital leases (including use of the State of Oklahoma's Master Lease-Purchase Program).

### 4.2.1—PHILOSOPHY

Debt, especially tax-exempt debt, provides a low-cost source of capital for the University of ~~Oklahoma~~ to help fund needs required to achieve its mission and strategic objectives.

The University believes that appropriate financial leverage serves a useful role and should be considered a long-term component of the University's balance sheet. Just as investments represent an integral component of the University's assets, debt is viewed to be a continuing component of the University's liabilities.

Debt as a source of capital is not limitless. Even the wealthiest institutions are constrained by the amount of capital projects that can be supported without jeopardizing long-term strategic objectives. Therefore, not every desirable project can nor should be financed by the University. However, fulfilling the University's mission is paramount, which, in turn, will drive capital decisions that impact the University's credit.

This policy provides a framework within which decisions will be made regarding the use of debt to finance particular capital projects that help the University achieve its strategic objectives.

### 4.2.2—COMPONENTS

- 1) Provide funds to support the University's capital needs while achieving the lowest overall cost of capital.

Part of the University's success is attributable to prudent and timely capital investments made to sustain and enhance its growth in research, and in clinical, educational, and student service facilities. The University's administration and Board of Regents must continue to have the ability to make judgments as to the wisdom and timing of such investments. It is prudent to achieve these ends at the lowest capital costs.

- 2) Use selected financial ratios with specific targets to ensure that the University continues to operate within appropriate financial bounds while achieving its ~~core~~ mission and responding to changes in the market.

Use of key financial ratios provides the University's administration and Board of Regents with feedback and assurances that the University is not exceeding its desired use of debt (credit) capacity. The University will prioritize projects in light of the limited available funding resources.



- 3) Determine affordability of projects and allocate funds to meet the University's objectives.

A fundamental determinant of the use of debt financing for a project will be the ability of the division that enjoys the benefit of the project and the University to afford it. Each project using debt must be supported by an achievable financial plan that includes servicing the debt, meeting any new or increased operating costs, and maintaining an acceptable debt service coverage ratio. The development and review of the financial plan by management will be explicit and detailed.

Generally, the following guidelines will be used, although they are not intended to be all-inclusive. The Chief Financial Officer (Norman) and the Controller (Health Sciences Center) will make recommendations to the Vice Presidents of Administrative Affairs regarding the uses and amounts of debt to be issued, for ~~ultimate~~ approval by the President and Board of Regents.

- A. Only projects that relate to the University's mission (e.g., ~~academic teaching, clinical, research and creative/scholarly activity, and professional and University service and public outreach development, continuing education or necessary support services or activities~~) will be considered for debt financing.
- B. Much of the University's current strength is founded in the philanthropy of individuals, corporations, and foundations that enable the University to build programs, construct and renovate facilities, and aid students. It is expected that gifts will continue to be a major source of financing the University's facilities.

In assessing the strategic use of debt, all possible revenue sources will be considered. The fraction of a project's cost financed by debt will vary from project-to-project. However, philanthropy, project-generated revenues, ~~F~~ederal and ~~S~~tate grants, expendable reserves, and other sources are expected to finance a portion of the cost of a project.

- 4) Provide the Board of Regents with adequate materials for oversight of the University's entire debt portfolio, including not only direct obligations issued by the University, but ~~also~~ any other transactions (e.g., off balance sheet financings) that ~~impact~~ affect the University's credit and debt capacity.

To fulfill ~~their~~ its respective fiduciary responsibilities, it is essential that the Board of Regents and ~~aa~~administration know the extent of debt obligations of the University.

The Board of Regents and ~~A~~administration's debt oversight responsibilities are supported and enhanced by shared oversight provided by the State Legislature, Oklahoma State Regents for Higher Education, Council of Bond Oversight, rating agencies (~~i.e.e.g.~~, Standard & Poor, Moody's, ~~and/or~~ Fitch), and credit enhancement insurers (~~such e.g.~~, AMBAC or MBIA). In addition, Bond Counsel and Financial Advisor services will be retained to assist in the development and marketing of financial plans underlying debt issues.

- 5) Maintain the highest acceptable credit rating that will permit the University to continue to use debt and finance capital projects at favorable interest rates while meeting its strategic objectives.

Bond rating agencies help to maintain the confidence of the public and purchasers of debt regarding the ability of an issuer to service and repay bonds, loans, and/or notes. The University recognizes its responsibility to keep the rating agencies advised of its objectives, strategies, and financial status. The University's administration will provide the rating agencies with full and timely access to the information ~~they~~ it needs.

This debt policy requires full and timely financial information. To that end, the University will report throughout the fiscal year on the basis of generally accepted accounting practices.

#### 4.2.3—KEY FINANCIAL RATIOS

This particular ratio has been selected relying on key items in the University's financial statements and each project's detailed financial plan. It is a critical measure used by the rating agencies in evaluating the ability of an issuer to service and repay debt. Additionally, the University may elect to monitor other selected ratios (if suggested by rating agencies) to provide further information regarding the University's financial performance. The target for this ratio will be used as a guidepost, not a firm boundary, and, ~~thus~~, will be interpreted with some flexibility.

#### 4.2.4—DEBT SERVICE COVERAGE RATIO

$$\text{Debt Service Coverage Ratio} = \frac{\text{Excess of Project Operating Revenues} + \text{Depreciation} + \text{Interest}}{\text{Annual Principal} + \text{Interest (Debt Service)}}$$

The Debt Service Coverage Ratio measures the excess operating revenues, depreciation, and interest payments relative to annual principal and interest payments. This ratio provides a measure of the project's net income stream (excluding depreciation and interest) available to meet its debt service obligations.

The target for this ratio is project specific. On a project-by-project basis, the target for this ratio is to be no less than 1.25X.

The University ~~of Oklahoma~~ recognizes and embraces the fact that financial leverage (debt), when used strategically, serves an integral role in helping to fund the capital needs required to achieve its mission and strategic objectives. To that end, future debt management decisions are to be evaluated within the framework guidelines included in this policy. ~~statement.~~ (RM, 1-4-62, p. 6982; 3-29-00, p. 26909)

## 4.3—DEFICIT POLICY

Deficits in University accounts are not permitted. Accounts should be reviewed monthly by sponsors, ~~Deans/Directors~~, and ~~Vice Presidents~~ to ensure that deficits do not occur. If a deficit is projected or indicated, immediate action should be taken to prevent or correct the problem. In all cases, ~~Vice Presidents~~ are ultimately responsible for the financial management of accounts within their area(s) of responsibility.

If circumstances occur which require a temporary deficit for a special purpose, an explanation and plan for repayment must be fully documented by the appropriate ~~Vice President~~ and submitted to the President or President's designee and appropriate Vice Presidents for Administrative Affairs for review and approval. All deficits are to be thoroughly investigated and resolved in a timely manner; however, corrective action plans are to be submitted only for deficits of \$50,000 or more that have an anticipated duration of 180 days or more.

If a deficit is reflected in an educational and general account on the June 30 financial reports, the departmental appropriation for the succeeding fiscal year will be reduced by the amount of the deficit.

In accordance with the Board of Regents' ~~P~~policy, no auxiliary enterprise or service unit is permitted to operate using unauthorized borrowing from other units, ~~This is intended to include including, without limitation,~~ operating in an unauthorized cash deficit position. If a deficit occurs or is anticipated, a short-term working capital loan must be authorized by the Controller's Office.

For purposes of this policy, an account is a distinct budgetary or cash grouping of specific funds. Alpha and/or numeric references are assigned to identify accounts within the University's accounting systems. All University fund groups are subject to this policy. Although salaries, wages, and other account or object categories should be closely monitored, this policy ~~only~~ applies only to the total budgetary or cash balance for each account. Accounts that have been established by the Controller's Office for the purpose of ~~institutional~~ University clearing or suspense functions are not subject to this policy.

## 4.4—INTERMEDIATE TERM CASH MANAGEMENT POLICY

In recognition of multiple cash management responsibilities, ~~the~~ Board of Regents (~~hereafter referred to as the “Board”~~) has adopted the following statement of investment policy to deal with intermediate term funds (ITFs). This policy ~~will establish~~es the investment strategies and guidelines to be used in the management of ITFs that are defined as excess funds above the funds required for the normal operations of the University of Oklahoma (~~hereafter referred to as the “University”~~) and are otherwise available for investment with a two- to five-year time horizon. Operating funds and the reserves needed for short term (less than two year needs) shall be invested in accordance with the University's and State Treasurer's short-term investment policy.

The investment of these ITF assets will be limited to those securities, strategies, and advisory firms that adhere to the standards of this ITF investment policy ~~statement~~, and which meet all other relevant legal, ethical, and fiduciary standards.

### 4.4.1 PURPOSE OF STATEMENT

The purpose of the account in which these ITF assets are invested (hereafter referred to as the “Intermediate Term Funds Account” or “ITF Account”) is to enhance the yield (return) on cash investments of the University. Accordingly, the purpose of this statement is to establish a written policy for the investment of the ITF Account assets, in order to achieve a greater return than would otherwise be obtained in the short-term cash fund.

### 4.4.2 OBJECTIVES OF INTERMEDIATE TERM FUNDS ACCOUNT

The objectives of the ITF Account are to generate a greater return on assets than that of the short-term fund while maintaining similar quality and liquidity. The significant difference is to extend maturities of the investments to between two and five years. Interest, dividends, and other monies earned shall be reinvested in the ITF Account until such time the University's Chief Financial Officer or Controller requests transfer to another University account. Such transfer will be made within three business days of the request.

As more fully defined ~~in Section IV~~, below, the ITF Account shall pursue a strategy of broad diversification. Investments will be made in investment-grade securities only within the three highest rating categories. A dollar weighted average maturity of three years or less will be maintained.

### 4.4.3 SECURITY TYPES

Specific securities will be selected from the following Security Types with weighting adjusted to take advantage of market opportunities:

- U.S. Treasury Securities
- U.S. Government Agency Securities
- Corporate bonds and notes
- Investment-grade corporate securities are traditionally defined as 3A/3B

- Rated 3A/A- = Permitted
- Rated BBB = Excluded
- Mortgage-backED securities, including CMO's
- Commercial paper
- Money market mutual funds and other cash equivalents

#### 4.4.4 INVESTMENT MANAGER(S) APPOINTED

ITF assets will be managed by an Investment Management fiduciary appointed by the Board of Regents who will be responsible for the oversight of the entire portfolio. The Investment Management fiduciary will normally be the same as the Board of Regents' appointed Regents' Fund Investment Manager. Similarly, the Investment Management fiduciary will normally be compensated using the same fee structure as provided for in the Regents' Fund. The fee structure will be reviewed periodically based on performance and industry standards.

#### 4.4.5 PERFORMANCE STANDARDS

In the prudent exercise of its fiduciary responsibility, the University intends to regularly assess the Fund Investment Managers' performance and to report such assessment to the Board of Regents, with more formal evaluations to occur every two years. By taking into account relevant measures, the following is the general measure established by the University:

**Composite ITF** results should exceed the return of the two-year U.S. Treasury note.

In fulfilling ~~their- its~~ fiduciary responsibility to periodically review and report to the Board of Regents the results achieved by the Investment Manager, the University will not base its judgments regarding a manager's suitability solely on the results of a relatively short time period. This objective shall be measured over annualized, rolling one-, three-, and five-year time periods.

In evaluating a manager, factors for consideration include, but are not limited to, substantive changes in investment strategy, portfolio structure, and market value of the assets, as well as significant changes in ownership, organizational structure, financial conditions, and senior personnel staffing at the firm. The Fund Investment Manager shall meet regularly, or as reasonably expected, with interested parties representing the University and the Board of Regents.

#### 4.4.6 DUTIES AND RESPONSIBILITIES

The University, as fiduciary, is responsible for the general administration of the ITF Fund Account. These responsibilities include the following specific duties, which may be undertaken by the University or delegated to appropriate committees of the Board of Regents, staff, or outside parties.

- Comply with and fulfill all aspects of pertinent Sstate and federal laws, regulations, and rulings that relate to the investment process; to ensure that fund assets are well managed.
- Review and evaluate the results of the Fund Investment Managers against the established performance standards, and review the Manager structure to confirm the continued suitability of the Managers, given the fund's overall investment objectives and risk levels.

- Take whatever corrective action is deemed prudent and appropriate when a Fund Investment Manager or any fiduciary fails to perform against established policy objectives and guidelines.
- <sup>1</sup>Select a custodian to account for and custody fund assets, as necessary and appropriate.

The Fund Investment Manager, as a fiduciary retained by the University, is responsible for the prudent and careful management of assets under its direction. These responsibilities include the following specific duties.

- Accept assets as directed by the University; and exercise complete investment discretion within the guidelines assigned to them.
- Invest assets in various funds and/or separately managed portfolios, so long as they adhere to Section IV-4 above, ~~at the discretion of the Fund Investment Manager.~~ Consistent with this Statement of Investment Policy, the Fund Investment Manager has full investment discretion over the assets under its control with respect to asset mix; and security selection, so long as they adhere to Section IV-4 above; and timing of transactions.
- Supply statements of activity to the University at least quarterly, including a detailed description of time-weighted rates of return, asset allocation, and portfolio strategy and characteristics.
- Provide, at least annually, audited financial statements of any pooled or collective trust fund in which fund assets are invested.
- Exercise any and all voting rights that relate to ~~their~~ its role under this Statement of Investment Policy, with the intent of fulfilling the investment policies and objectives of the fund.
- Inform the University of any significant matters affecting the Fund Investment Manager and its ability to manage the fund's assets; such matters may include, but ~~are not~~ be limited to, substantive changes in investment strategy, portfolio structure, and market value of the assets, as well as significant changes in ownership, organizational structure, financial conditions, or senior personnel staffing.
- Meet periodically with the University and the Board of Regents to review the portfolio and investment results within the context of this Statement of Investment Policy.
- Provide advice, assistance, reports, research, and other such services as the University and the Board of Regents may reasonably expect from the Fund Investment Manager.

#### 4.4.7 REVIEW OF INVESTMENT POLICY STATEMENT

The Board of Regents will periodically review ~~the investment~~ this policy statement in detail.

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<sup>1</sup>Are words missing?

## 4.5—OBLIGATION AND COLLECTION OF STUDENT FEES<sup>2</sup>

Tuition and fees and other fees for special educational services are due prior to the first day of class. The University's administration shall establish and publish a deadline when tuition and fees are payable, after which the payment may be subject to a service/late payment charge.

### 4.5.1—ADD/DROP PERIOD

Changes of schedule may be made during the first two weeks of a regular semester/~~term~~ and the first week of a summer ~~semester~~/term with appropriate ~~drop and add~~ charges and charge removals.

### 4.5.2—LATE PAYMENT

Late payment will require payment in full as well as and will be subject to a service/late payment charge in an amount determined and published by the ~~institution~~ University.

The following procedures modify and clarify existing practices of the University governing financial obligations incurred by students, including both initial payments and delinquent debts. These procedures may be categorized as:

- Obligation and collection of ~~registration~~ tuition and fees
- Obligation and payment of other charges and fees
- Insufficient funds checks
- Delinquent housing payments

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#### OBLIGATION AND COLLECTION OF ~~REGISTRATION~~ TUITION AND FEES

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- 1) A financial obligation is incurred at the time a student elects to register. Registration may be canceled without financial obligation at any time before the scheduled first day of classes or during ~~During~~ the first two weeks of a regular semester or first week of a summer ~~session term~~. ~~students may register or add classes with an additional fee.~~
- 2) Students may pay fees in the Bursar's Office beginning one week prior to the first day of the fall or spring semester or the first day of the summer ~~session term~~. Monthly statements will be prepared and mailed prior to the fee payment deadline. Failure to receive a statement will not exempt a student from late penalties. It is the student's responsibility to determine his/her financial obligation and how it is to be met.

- 3) To avoid penalties and/or service charges, students are required to pay all tuition and fees in total prior to the date designated ~~in the Class Schedule Bulletin~~ by the office of the Bursar's Office as the last day to pay tuition and fees without penalty. At the time of registration enrollment, students will receive detailed ~~instructions as to when fees are due, what the late payment penalties are and the consequences of non-payment.~~ information regarding tuition and fee payment.
- 4) Students may pay their tuition and fees in four payments during each ~~F~~fall and ~~S~~spring semester. ~~as shown in the Class Schedule Bulletin.~~ These payments are subject to the service charge as defined ~~in paragraph (5) below.~~ Students who do not pay their tuition and fees during the period noted above will be considered to have delinquent accounts. The Bursar's Office will send "Overdue Notices" directly to the students when their tuition and fees are not paid on time.
- 5) Students will be charged a monthly service charge on any unpaid balance on their student accounts receivable that is one ~~month~~ billing cycle past due. The monthly service charge rate is published ~~in the Class Schedule Bulletin~~ by the office of the Bursar's Office each semester. The minimum monthly service charge shall be \$.50.

Service/Late Payment Charges may be waived if the University, through its action or inaction, has caused the payment for tuition and fees to be made beyond published deadlines or if there are extraordinary circumstances (e.g., death in family, serious illness, accident, ~~etc.~~) which result in the student's tuition and fees not being paid by the published deadlines. The extraordinary circumstances must be an event which the student could not reasonably control or foresee. Extraordinary circumstances do not include reasons such as failure to receive a bill, not having the funds to pay, car payment or ~~rent~~ other payments due, or other reasons which could be reasonably controlled by the student. Students requesting a waiver of the Service/Late Payment Charges due to an extraordinary circumstance should submit a written request to the Bursar fully describing the circumstances and including copies of supporting information. Requests for waivers should be submitted prior to the published deadline for tuition and fee payment whenever possible. The Bursar shall review the request and supporting documentation and determine whether a Service/Late Payment Charges waiver is to be made. In addition, students requesting Service/Late Payment Charges waivers should contact the Office of Financial Aid to determine if the extraordinary circumstance makes them eligible for aid from any of the University's financial aid programs. Students paying tuition and fees with financial aid must obtain a Service/Late Payment Charges waiver from the Office of Financial Aid. Eligibility for this waiver will be determined by the Office of Financial Aid.

- 6) Students with outstanding ~~registration~~ tuition and fees not in conformance with items 3 or 4 above at the beginning of any enrollment period will not be permitted to enroll. The Bursar's Office will notify the Registrar of the names of those students with outstanding ~~registration~~ tuition and fees. Except for STOPS on students' accounts that have been referred to the University's Legal Counsel Office, the Bursar or his or her designee may remove enrollment STOPS as an exception to this policy when, in the ~~judgement~~ judgment of the ~~B~~Bursar or his or her designee, there are extenuating extraordinary circumstances which ~~prohibited-prevented~~ the students from paying outstanding ~~registration~~ tuition and fees. A quarterly report of STOPS removed due to extenuating-extraordinary circumstances shall be submitted available to the



University's Legal Office and to the Office of the President. This report shall include, as a minimum, the student's name; ~~the extenuating circumstance~~ and the dollar value of the STOPS removed.

- 7) Until and including the last day of final examinations, students may pay their delinquent accounts by paying tuition and fees for all of their original enrollment plus the service charge noted ~~in item 5~~ above. Students settling their delinquent accounts after the last day of final examinations will be charged an additional penalty over and above charges for delinquent accounts noted above. The amount of the additional late payment charge is published ~~in the Class Schedule Bulletin~~ each semester.
  - 8) The Bursar's Office will notify the Registrar of the names of those students whose tuition and fees are not paid by the last day of classes so that the Registrar can withhold the reporting of their final grades.
  - 9) ~~Students can withdraw from courses only with the permission of the instructor (and deans when necessary) as per current policies and procedures. Withdrawal from classes does not relieve students of their financial obligation to the University. Students who register in classes and decide not to attend without canceling their registration prior to the first day of classes and students who decide to quit attending classes without withdrawing will be charged 100% of the registration fees due the University. Withdrawal from classes after the first two weeks of a fall/ or spring semester and/or first week of a summer semester term does not relieve students of their financial obligation to the University, and these students will be charged 100% of the tuition and fees due the University.~~
  - 10) Those students who ~~may~~ wish to pay tuition and fees to reinstate for a semester or summer term after the last day of finals for that session must be referred to the Vice Provost for Instructional ~~Services~~ on the Norman Campus or the Vice Provost for Educational Services on the Health Sciences Center campus for a final decision. The basic posture ~~would be~~ is that retroactive reinstatement ~~would~~ may be allowed only in cases where it can be established that the University somehow contributed to the student's late payment by some error on its part. Students requesting to be retroactively enrolled or added for prior semesters will be charged the ~~enrollment~~ tuition and fee rates in effect for the current semester plus applicable late fees and service charges.
- Regardless of when a student pays tuition and fees, payment for the entire enrollment is required. Selective course payment ~~will~~ is not ~~be~~ possible.
- 11) All payments for delinquent accounts must be made in cash; or by cashier's check or money order.

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#### OBLIGATION AND PAYMENT OF OTHER CHARGES AND FEES

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- 1) Fines, charges, or other miscellaneous fees become a financial obligation of the student at the time they are levied or assessed.

- 2) These charges will be periodically added to the central student accounts receivable maintained by the Bursar's Office.
- 3) Payment or satisfactory adjudication of all existing charges may be made at any time. If not paid prior to payment of tuition and fees, all other charges and fees are immediately due, and payment must be made when tuition and fees are paid.
- 4) Miscellaneous charges incurred during the remainder of the semester will be billed to the student on a monthly basis.
- 5) Delinquent payment of charges will not constitute grounds for withdrawal. The charges will be carried forward to the next semester, at which time all fees and charges must be cleared prior to any new enrollment. Except for STOPS on students' accounts that have been referred to the University's Legal Counsel Office, the Bursar or his or her designee may remove enrollment STOPS as an exception to this policy when, in the judgment of the Bursar or his or her designee, there are extenuating extraordinary circumstances which prohibited, prevented the students from paying outstanding fees and charges. Students leaving the University will find, have their official records and transcripts tagged, and these records will not be released to other persons, institutions, or agencies until all debts are paid.

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#### INSUFFICIENT FUNDS CHECKS

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By contractual arrangement, all returned checks are purchased by ~~the Norman Merchants Alert Check Collection Service, a contracted agent.~~ The Service agent will ~~contacts~~ the writer of the check for the amount indicated plus a ~~\$10.00~~ published service charge. If the check remains uncollected for four to six weeks, it is returned to the University and ~~the student is withdrawn~~ charged back to the student's account or returned to the originating department. The University reserves the right to withdraw students for uncollected checks.

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#### DELINQUENT HOUSING PAYMENTS — ~~NORMAN CAMPUS ONLY~~ **\*\*PLEASE NOTE: THIS MAY NOW EXTEND TO HSC**

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A financial and legal obligation is incurred when a student or ~~their~~ the student's parent signs a housing contract. The contract specifies the payment procedures.

The Director of University Housing and Food Services shall establish, publish, and maintain policies and procedures to ensure the collection of University Housing and Food Services obligations in accordance with housing and food service contracts. Said policies and procedures shall include the use of both internal and external collection offices and the University's Legal Counsel when appropriate.

The Vice Presidents for Administrative Affairs or ~~the Vice President's their~~ designees **\*\*Please note: this may need to change** will be responsible for the supervision and enforcement of the procedures set out herein.

All questions ~~arising~~ about financial obligations should be directed to the Bursar's Office. If the question concerns the student's enrollment, verification of registration records will be performed and, if necessary, financial obligations adjusted. If the question concerns miscellaneous charges and fines or fees,

satisfactory adjudication must be obtained from the charging department. If it is evident that a problem developed as a result of an error in the University administrative processes, payment and reinstatement will be permitted without additional late charges or penalties. (RM, 3-18-82, p. 16896; 2-12-86, p. 18852; 1-16-89, p. 20839; 6-14-90, p. 21842; 9-5-90, p. 21982; 7-27-93, p. 23478; 6-25-97, p. 25474; 3-29-00, p. 26909)

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#### LEGAL ACTION TO COLLECT ACCOUNTS

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The Board of Regents ~~delegate the authority to the President of the University to~~ authorizes the Office of Legal Counsel to institute suit in the name of the Board of Regents of The University of Oklahoma to collect accounts due and owing to the University; and ~~further, the authority~~ to compromise or settle said suits upon such terms and conditions as the President-General Counsel believes to be in the best interests of the University. (RM, 12-9-71, pp. 11277-78)

The University Collection Division, under the authority of the Office of Legal Counsel, is responsible for recovery of delinquent student accounts receivable and student loans that require litigation or collection agency referral. The service and authority includes all University campuses.

## 4.6—FEE REFUND POLICY

~~The refund policy for tuition and fees (except for Title IV recipients) collected from students at The University of Oklahoma shall be included in the published eClass sSchedule. Policies related to College of Continuing Education and College of Liberal Studies may differ because of short courses and accelerated course formats. Refund policies for activities of these two colleges will be published in the colleges' class schedules, program brochures, and relevant websites.~~

~~The refund policy with respect to tuition and fees collected from students at The University of Oklahoma shall be in accordance with the Oklahoma State System for Higher Education Refunds of Tuition and Fees policy as follows:~~

### ~~WITHDRAWAL FROM THE INSTITUTION~~

~~The refund policy for tuition and fees (except for Title IV recipients who are first-time attendees) collected from students at The University of Oklahoma shall be as follows:~~

- ~~➤ Refund for students withdrawing from the institution during the first week (one to five class days) of a regular semester, or during the first two class days of a summer term 80%~~
- ~~➤ Refund for students withdrawing from the institution during the second week (six to ten class days) of a regular semester, or during the third and fourth class days of a summer term 50%~~
- ~~➤ Refund for students withdrawing from the institution during the third week (eleven to fifteen class days) of a regular semester, or during the fifth class day of a summer term 25%~~
- ~~➤ Students withdrawing after the third week (fifteen class days) of a regular semester, or after one week (five class days) of a summer term No Refund~~

~~Complete withdrawals from the institution during the defined refund period (first ten days of classes in the Fall and Spring semesters, first five days of classes in the Summer semesters) will result in full charges of courses added and full credit for courses dropped. No refunds will be made after the refund period except as stipulated for enrollment of Title IV recipients.~~

~~The refund policy for tuition and fees collected from Title IV recipients who are first-time attendees at The University of Oklahoma shall be as follows (less an administrative fee not to exceed the lesser of 5 percent of the gross tuition, fees, room and board, and other charges assessed the student, or \$100)~~

- ~~➤ Refund for the students withdrawing from the institution during the first week (One to five class days) of a regular semester 90%~~
- ~~➤ (First week of an 8-week summer session) 80%~~
- ~~➤ (First 2 days of a 4-week summer session) 90%~~
- ~~➤ Refund for students withdrawing from the institution during the second week (six to ten class days) of a regular semester 80%~~
- ~~➤ (Second week of an 8-week summer session) 70%~~
- ~~➤ (Third and fourth days of a 4-week summer session) 80%~~
- ~~➤ Refund for students withdrawing from the institution during the third week (eleven to fifteen class days) of a regular semester 80%~~
- ~~➤ (Third week of an 8-week summer session) 60%~~
- ~~➤ (Fifth and sixth day of a 4-week summer session) 70%~~
- ~~➤ Refund for students withdrawing from the institution during the fourth week (sixteen to 70%~~

<del>twenty class days) of a regular semester</del>	
<del>➤ (Fourth week of an 8-week summer session)</del>	<del>50%</del>
<del>➤ (Seventh and eighth day of a 4-week summer session)</del>	<del>60%</del>
<del>➤ Refund for students withdrawing from the institution during the fifth week (twenty-one to twenty-five class days) of a regular semester</del>	<del>70%</del>
<del>➤ (Fifth week of an 8-week summer session)</del>	<del>40%</del>
<del>➤ (Ninth and tenth day of a 4-week summer session)</del>	<del>50%</del>
<del>➤ Refund for students withdrawing from the institution during the sixth week (twenty-six to thirty class days) of a regular semester</del>	<del>60%</del>
<del>➤ (After the fifth week of an 8-week summer session)</del>	<del>No Refund</del>
<del>➤ (Eleventh and twelfth day of a 4-week summer session)</del>	<del>40%</del>
<del>➤ Refund for students withdrawing from the institution during the seventh week (thirty-one to thirty-five class days) of a regular semester</del>	<del>50%</del>
<del>➤ (After the twelfth day of a 4-week summer session)</del>	<del>No Refund</del>
<del>➤ Refund for students withdrawing from the institution during the eighth week (thirty-six to forty class days) of a regular semester</del>	<del>50%</del>
<del>➤ Refund for students withdrawing from the institution during the ninth week (forty-one to forty-five class days) of a regular semester</del>	<del>40%</del>
<del>➤ Refund for students withdrawing from the institution during the tenth week (forty-six to fifty class days) of a regular semester</del>	<del>40%</del>
<del>➤ Refund for students withdrawing after the tenth week of a regular semester</del>	<del>No Refund</del>

~~For the purposes of this refund policy, a student is considered a “first-time attendee” only for the first semester or term in which the student enrolls at an institution.~~

~~Any student receiving Federal Title IV funds will be subject to the following policy regarding return of Federal title IV funds: The University and the student will be required to return to the federal aid program the amount of aid received that was in excess of the aid “earned” for the time period the student remained enrolled.~~

~~The percentage of the semester completed is the percentage of aid earned. This is calculated by the number of days the student attended divided by the number of the days in the semester.~~

~~Students who remain enrolled through at least 60% of the payment period (semester) are considered to have earned 100% of the aid received and will not owe a repayment of Federal Title IV funds.~~

~~Monies will be returned to Title IV programs and not to recipients.~~

**WITHDRAWAL FROM CLASSES**

### ~~CLASS SCHEDULE CHANGES~~

~~Changes in schedule during the drop/add period (first two weeks of a regular semester/term, first week of summer semester/term) will result in full charges for courses added and full refund/reduction of charges for courses dropped. Refunds will not be made for withdrawal from classes after the defined add/drop period. Appropriate add/drop charges may be assessed at the institutional level.~~

~~Students may add courses for the first week of fall/spring semesters, and they may drop courses for the first two weeks of fall/spring semesters. Students may add and drop courses the first week of summer semesters. Courses added after this defined period require instructor and/or departmental special permission. Changes in schedule during the defined add/drop period will result in full charges for courses added and full reduction of charges for courses dropped. Reduction of charges will not be made for withdrawal from classes after the defined add/drop period. Appropriate add/drop charges may be assessed at the institutional level.~~

### ~~FEES APPLICABLE ONLY FOR CURRENT SEMESTER~~

~~Fees are applicable only for the current semester. If a student withdraws and is entitled to a refund, the amount of the refund cannot be carried forward as a credit to a subsequent session. (RM, 5-13-71, p. 10933; 6-14-90, p. 21841, 4-7-93, p. 23308; 3-29-00, p. 26909)~~

## 4.7—SCHOLARSHIP AND FINANCIAL AID INFORMATION

To facilitate the responsibilities charged to the University's Scholarship Committee [in Financial Aid Services](#), all scholarship and financial aid information and resources [awarded](#) ~~(delete wherever located)~~ [from any college, department, office, or other #University-related entity](#) are to be reported to the [Office of Financial Aid Services](#) ~~(delete Committee)~~ in a complete and timely fashion. (RM, 3-22-88, p. 20152)

## 4.8—AUXILIARY ENTERPRISES / SERVICE UNITS

For purposes of this policy, Auxiliary Enterprises and/or Service Units are business type activities in that they charge fees to recover the cost of the goods and/or services provided. Auxiliary Enterprises market and sell their goods and/or services primarily to ~~party's-parties~~ external to the University. In contrast, Service Units market and sell their goods and/or services primarily to parties internal to the University.

Although there are a multitude of business and quasi-business type activities (such as recharge centers and activities designed primarily to meet the needs of educational activities) ~~business type activities~~ operating at the University, this policy is intended to apply only to “major” revenue producing activities.

As major business type activities, each Auxiliary Enterprise and/or Service Unit is to develop, maintain, and ~~operationalize-implement~~ prudent business practices including, but not limited to:

- A comprehensive procedure manual documenting applicable policies, procedures, standards, and other administrative and operating criteria;
- Formal procedures for outlining operating philosophy and pricing criteria. The underlying procedures must include the processes for evaluating costs and determining prices, fees, charges, etc;
- The development of budgets, operating plans, and prices to include the funding of reserves for renewals and replacements, required debt service, planned capital improvements, and general operating contingencies; and,
- Periodic reporting of financial activities, prepared in accordance with Generally Accepted Accounting Principles, to the Vice President for Administrative Affairs, President, and Board of Regents.

The Vice Presidents for Administrative Affairs or ~~his/her~~ their designees will articulate and publish prudent business practices for all major business type activities.

No Auxiliary Enterprise or Service Unit with annual sales (projected or actual) of \$100,000 or more ~~will may~~ be created without the approval of the President and the Board of Regents. ~~Creation of No~~ Auxiliary Enterprises ~~and-or~~ Service Units with annual sales of less than \$100,000 shall be created without the approval ~~of~~ by ~~of~~ the President or his/her designee. ~~Deletion of any No~~ Auxiliary Enterprises ~~and-or~~ Service Units may be deleted without the approval of ~~approved by~~ the President or his/her designee. In those circumstances where closure will result in significant financial or other institutional impact, Board of Regents' notification is also required. ~~Fund balances remaining on deposit in closed Auxiliary/Service Unit operations following the settlement of all known liabilities and/or claims should be transferred into the University's Auxiliary/Service Unit Reserve Account(s).~~

The primary responsibility for managing each unit shall be with the operating manager of each Auxiliary Enterprise and Service Unit and the ~~ir~~ respective ~~D~~ean/~~D~~irector and Executive Officer. ~~Each operating manager shall develop annual budgets and monitor the financial status of the entity. These financial oriented functions shall be periodically reviewed and approved by the Dean or Director in the~~



~~organization structure applicable to the entity. The Controller shall be responsible for the overall fiscal monitoring of all Auxiliary Enterprise Entities and Service Units including, along with the respective operating manager, an assessment of the potential impact of any current unrelated business income regulations.~~

~~Each Auxiliary Enterprise and Service Unit shall develop a comprehensive procedure manual documenting the policies, procedures, standards, and other administrative and operating criteria applicable to each unit. This manual should be maintained on a current basis and made available on request to internal and external auditors and the Controller's office.~~

~~University of Oklahoma Auxiliary Enterprise and Service Units should be charged for a share of general administrative expenses as well as their direct operating expenses, including debt service and provisions for renewal and replacement of fixed assets used in the operation of the unit. The Controller's Office shall periodically calculate the overhead rate to be charged each Auxiliary/Service Unit. The overhead rate shall be approved by the President. The overhead charge shall be assessed each unit on the basis of the gross revenue generated by the operations of the unit. Overhead will not be assessed on Auxiliary/Service Unit revenues derived from budgeted Educational and General allocations and overhead support.~~

~~Auxiliary Enterprises and Service Units shall develop formal documented procedures outlining their operating philosophy and pricing criteria. The procedures must include the processes for evaluating costs and determining prices, fees, charges, etc. In conjunction with the development of each unit's annual operating budget, a "Schedule of Charges" must be prepared and approved by the appropriate budget unit head and the appropriate executive officer. Any necessary revisions to the annual "Schedule of Charges" shall follow the same review and approval procedures.~~

~~Auxiliary Enterprises and Service Units shall develop budgets and prices to include the funding of reserves for renewals and replacements, required debt service, planned capital improvements, and general operating contingency reserves. The amount of each reserve shall be determined by the nature of the reserve.~~

**Renewal and Replacements**—Should be based upon replacement cost or depreciation schedules for fixed assets used in the operations of the unit. As a general guideline, minimum annual additions to this reserve should approximate the annual depreciation expense.

**Required Debt Service**—Determined by debt instrument (e.g., bond resolution).

**Planned Capital Improvements**—Should be based upon plans approved by the management of the entity.

**General Operating Contingency**—As a general rule, a 5% reserve should be funded. Reserves in excess of 5% should be authorized by the appropriate Vice President on a case by case basis upon thorough review of the rationale and justification.

~~The accumulated balances for each reserve shall be disclosed in each entity's Balance Sheet. At or immediately following the close of the fiscal year, a unit's cash and investment balance in excess of authorized reserve balances and working capital requirements shall be transferred to the University's Auxiliary/Service Unit Reserve(s).~~

~~The Vice President for Administrative Affairs shall maintain a centralized financial system that provides an accrual basis accounting system for all Auxiliaries and Service Units. Auxiliaries and Service Units are required to process all financial transactions through the centralized system on an accrual basis and to prepare uniform financial statements and reports.~~

~~No Auxiliary Enterprises or Service Unit shall be permitted to operate using unauthorized borrowing from other units/accounts. Short term (12 months or less) operating cash flow loans may be authorized by the Controller. The operating manager of both entities must agree to the short term loan. All short term loans must be fully reported and disclosed on the financial statement of the affected units. In addition, a semi-annual report of these short term operating cash flow loans shall be made to the President and Regents indicating the criteria for the loan and the expected repayment date. Long term (over 12 months) loans \$75,000 or under shall be made with the approval of the appropriate Vice President. Long term loans over \$75,000 shall be made only with the approval of the President and the Board of Regents.~~

~~Transfers between Auxiliary Enterprises and Service Units shall be permitted only when fully justified and agreed to by both operating managers. Transfers less than \$75,000 shall be approved by the President and reported to the Board on a semi-annual basis. Transfers shall not be split to circumvent the dollar limitation prescribed herein. Transfers of \$75,000 or more shall not be made until approved by the President and Board of Regents.~~

~~Overhead reimbursements from Auxiliary Enterprises and Service Units will be recorded in the University's revolving fund in the Educational and General budget.~~

~~Investment earnings from the investment of idle cash by an Auxiliary or Service Unit shall be deposited to the Auxiliary or Service Unit as investment income. An Auxiliary or Service Unit will be permitted to invest its idle cash upon request and approval by the Controller's Office. Units should be prepared to present justification that available cash is in excess of short term cash flow needs. All investments shall be made in accordance with Regents' policy for the investment of temporarily idle cash.~~

~~The Controller's Office shall maintain a comprehensive manual to facilitate the administration of the fiscal policies and procedures affecting Auxiliary Enterprises and Service Units. This manual, "Auxiliary Enterprise Entity/Service Unit Fiscal Policies and Procedures", shall be the official reference for University policy and procedure and shall be maintained on a current basis by the Controllers Office. In addition, the Controllers Office shall provide assistance to Auxiliary Enterprises/Service Units in the establishment of effective and efficient financial procedures within the units which comply with the policies and procedures. (RM, 9-8-88, p. 20553; 11-89, p. 21470; 2-19-92, p. 22769; 3-29-00, p. 26909)~~

## 4.8.1—UNIVERSITY POLICE OFFICERS

4.8.1a Norman and Health Sciences Center Campuses<sup>3</sup>

In 1963, the Oklahoma Legislature passed ~~Senate Bill 174 (74 O.S. § 360.15—360.21)~~, which a law that allows universities and colleges to commission their campus police officers. Under this law, the police officers have all the power vested by law in peace officers, except the service of civil process, in the protection and guarding of grounds, buildings, persons, and equipment of the ~~institution~~university, and the prevention of improper conduct and trespassing upon the grounds of the ~~institution~~university. ~~Further,~~ The law also allows the commissioned campus police officers to make arrests and take into custody persons guilty of ~~improper~~illegal conduct or trespassing.

All campus police officers of ~~the University of Oklahoma~~ shall be commissioned by the Board of Regents ~~under 74 O.S. § 360.15—360.21~~.

~~The act provides that~~ The Board of Regents shall prescribe the duties, designate the uniform, fix the compensation, and provide a written commission for the police officers.

The following duties shall be given to the campus police officers:

- To enforce all University ~~of Oklahoma~~ rules and regulations referred to them for enforcement.
- To enforce all ~~S~~state and ~~F~~federal criminal laws upon the property of ~~the University of Oklahoma~~.
- To protect and safeguard all students, employees, and visitors of the University.
- To protect and guard all of the grounds, buildings, and equipment of ~~the University of Oklahoma~~.
- To strive to prevent any improper conduct at ~~the University of Oklahoma~~.
- To prevent trespassing upon any property belonging to ~~the University of Oklahoma~~.
- When called upon, to aid any other law enforcement agency.
- To enforce ~~the~~ traffic regulations ~~of The University of Oklahoma~~.
- To make investigations and inquiries believed necessary to carry out all of the other duties.
- To make arrests and take into custody any person when such action is necessary to carry out the duties of ~~his/her~~ the office.

~~The Board of Regents shall provide a commission for the officers.~~<sup>4</sup>

#### 4.8.1 b Tulsa Campus

At the Tulsa Campus, the University shall employ security officers. These officers are not empowered as law enforcement officers. These officers report to the Director of Operations on the Tulsa Campus.

#### 4.8.2 Uniforms

The President or his/her designee shall approve the uniforms for campus police officers and other enforcement personnel for wear while on duty; or shall prescribe dress appropriate to the individual's assignment. Police uniforms shall clearly identify the wearer as a campus law enforcement officer, shall differ-be distinguished from uniforms worn by other law enforcement agencies operating in the same geographic area, and shall represent the institution-University in a positive and professional manner. (RM, 12-10-64, pp. 8009-11, edited; form of the commission is shown on p. 8011; 12-14-91, p. 22707; 3-29-00, p. 26909).

## 4.9—PARKING AND TRAFFIC REGULATIONS

The Board of Regents of The University of Oklahoma has determined that it is in the best interests of The University of Oklahoma that rules and regulations be promulgated and adopted governing the keeping and use of automobiles by University employees and students, providing parking areas for the employees and students of the University, and providing a method of carrying such rules and regulations into effect and the enforcement thereof. The applicable portion of these regulations shall apply to every employee of the University, and the portions applicable to students shall be deemed a part of the established regulations of the University, which govern every student.

For the accomplishment of the above purposes, the rules and regulations stated herein have been adopted by the Board of Regents, of The University of Oklahoma to be effective beginning with the fall semester, 1978.

The President of the University may revise, alter, or amend these regulations when conditions warrant. Such amendments, revisions, or alterations shall, unless otherwise ruled by the Board of Regents of The University of Oklahoma, be effective and of the same dignity as if enacted or ordered by said the Board of Regents. All substantive changes shall be published in the student newspaper at least four successive days. (RM, 7-19-78, p. 15157, edited; 3-29-00, p. 26909)

## 4.10—AUTHORITY TO SIGN CONTRACTUAL DOCUMENTS

The authority for any individual to sign contractual documents on behalf of the University originates with the Board of Regents. ~~For operational efficiency, the Board of Regents has granted~~ to the President the power to delegate such signature authority to appropriate University executives, ~~and officers, and directors.~~ Unless the President specifically delegates this authority to an individual by formal written communication, ~~he/she~~ the individual may not sign any ~~contract or any other~~ document whatsoever that ~~is binds~~; or has the appearance of ~~being, legally enforceable~~ binding the Board of Regents, ~~and/or the University, and/or any element thereof.~~

Such documents include, but are not limited to, purchase orders, grants, contracts, sub-contracts, licenses, leases, ~~funding documents~~; applications, ~~letters of intent~~ extensions and renewals, letters and/or memoranda of understanding, sales orders, ~~assurances~~, work orders, and the like. The common feature of such documents is the ~~obligation it they imposes on the University, the breach of which may be the potential for inflict~~ legal action, such as a lawsuit liability on the University. Such documents may involve products and services that the University provides to other parties for compensation (revenue); and products and services that the University acquires from other parties in exchange for payment. They may also involve ~~mere~~ agreements by which duties and responsibilities of the parties involved are formally delineated, even though monetary or other valuable consideration may not be involved.

~~The delegated authority to sign contractual documents does not carry with it any exemption from other policies and procedures that otherwise govern. For example, the authority to sign a purchase order in the amount of \$100,000 does not exempt that transaction from competition and/or from being processed by the Purchasing Department if such requirement would otherwise apply.~~

~~At the beginning of each academic year,~~ The Vice Presidents for Administrative Affairs shall recommend to the President the positions and names of the individuals who should be authorized to sign contractual documents. Each recommendation shall include the nature of the authority delegated, the areas of activity to which it is limited, and the upper limit of the authority in terms of dollars. Upon ~~P~~presidential approval:

- ~~The original letter of authorization shall be forwarded to the individual to whom the authority is delegated;~~
- ~~One copy shall be retained in the Office of the Executive Secretary of the Board of Regents;~~ and
- ~~One copy shall be retained in the respective Purchasing Director's office, Vice President for Administrative Affairs office and Legal Counsel Offices.~~

~~All such authorizations, regardless of commencement date, shall expire on the first day of September of each year day following the first Regent's meeting of the academic year upon termination from the position or upon revocation of authorization.~~

~~Except as without may be authorized in writing by the University's Office of Legal Counsel, Any individual receiving delegated authority to sign all contractual documents shall be process them through the University's Office of Legal office Counsel This is to ensure that certain legal limitations governed by the state's constitution, statutes, and case law, are not waived, ignored, or otherwise abridged.negotiated. The limitations are listed below.~~

- ~~☐ In the event of conflicting language, the terms and conditions asserted by the University shall govern.~~
- ~~☐ Any term or condition contained in a document provided by another party, which conflicts with Oklahoma statute, constitution, or case law shall not apply.~~
- ~~☐ The University shall not be bound by the terms and conditions for any separate or related agreement without its have first reviewed it.~~
- ~~☐ The University shall not be limited in time with respect to any legal matter related to the transaction at hand.~~
- ~~☐ For any legal matters or issues, Oklahoma statutes, case law, or constitution shall govern, and any disputes shall be decided in the jurisdiction within the State of Oklahoma pertaining to the transaction at hand.~~
- ~~☐ The University may agree to honor proprietary or confidentiality requirements only to the extent allowed by Oklahoma statute.~~
- ~~☐ Any liability with regard to any matter or dispute shall be determined and measured according to Oklahoma statute, case law, or constitution.~~
- ~~☐ The University is prohibited from indemnifying another entity, and any liability the University may have in regard to the transaction at hand shall be governed by Oklahoma law.~~
- ~~☐ No deposits or cancellation fees shall apply.~~
- ~~☐ The University may accept no financial liability with respect to any third parties who may be involved with the transaction at hand.~~
- ~~☐ The University may not obligate funds beyond the end of the existing fiscal year, and may cancel any agreement and fix any financial obligation consistent with such limitation.~~
- ~~☐ The University may not pay or reimburse for any taxes the other party may be required to pay with respect to the transaction at hand.~~
- ~~☐ The University is covered under the insurance provided by the State, and shall not acquire any additional insurance beyond such coverage.~~
- ~~The University may agree to 30 day payment terms except that determination of default and late payment penalties shall be determine and measure according to Oklahoma statute.~~

~~The Vice Presidents for Administrative affairs may revoke and recommend revocation of the signature authority of any individual at any time to and shall timely notify the President. and Upon the President's acceptance of the recommendation, the Vice President for Administrative Affairs shall notify the pertinent officers of such revocation and the related reason.~~

~~Each individual who is granted such signature authority shall be responsible for seeking out, learning, and understanding those terms and conditions that are governed by Oklahoma state statute, which cannot be changed, deleted, or otherwise altered. Each such individual shall request and be provided training regarding these terms and conditions, and regarding submitting documents for review by an appropriate University Legal Officer prior to signature. The Vice Presidents for Administrative affairs may revoke the signature authority of any individual at any time and shall timely notify the President and pertinent officers of such revocation and the related reason.~~

## ~~4.11 — PROVISION~~ BUYING AND SELLING PROVIDING GOODS AND SERVICES FOR REVENUE AND ~~ACQUISITION~~ RING OF GOODS AND SERVICES FOR PAYMENT

### 4.11.1—POLICY

The University's legal capacity to ~~provide~~acquire goods and services ~~to~~from others in exchange for ~~revenue~~payment; and to ~~acquire~~provide goods and services ~~from~~to others in exchange for payment revenue; originates with the Board of Regents. ~~All~~ University funds are budgeted on an annual basis, and these budgets are approved by the Board of Regents ~~which establishes the goals and objectives in a detailed financial plan for the following year.~~ The Board of Regents ~~eognizant~~recognizes that this is a large institution with a ~~multimillion-dollar~~sizeable annual cash flow; and realizes that substantial authority must be delegated ~~to the chief executive officer of the institution in order to carry on the daily affairs of the institution.~~ There are two types of transactions involving goods and services. One is when the University is providing the goods or services for compensation and the other is when the University is acquiring goods or services for payment.

#### ~~PROVISION OF GOODS AND SERVICES~~ PROVIDING GOODS AND SERVICES FOR REVENUE

~~The University provides a substantial volume of services for compensation. In order to protect and preserve the University's interests and ensure that it remains in compliance with all applicable laws and regulations, New contracts, and grants, and similar documents in excess of \$100,000 must be referred to the Board of Regents for ratification processed through the University's Legal Office and any other governing office (for example, Grants and Contracts Administration, the Controller, Public Affairs, etc.). Signature may be provided only after all appropriate and required reviews and approvals have been completed. Only an individual to whom the President has delegated the appropriate authority (to sign contractual documents in the nature of the document in question) may sign the document. Contracts and grants for \$100,000 or less may be approved by the President or his designee. Renewal contracts and renewal grants may be approved by the President or his designee for an amount equal to or less than the original amount ratified by the Board of Regents. Contracts and grants ratified by the Board of Regents containing subcontracts will not require Board approval to award purchase orders for the subcontracts. However, in the event the 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. Each document involving annual revenues of \$500,000 or more shall be reported to the Board at the meeting of next earliest opportunity.~~



#### 4.11.2—~~ACQUISITION OF~~ ACQUIRING ~~BUYING~~ GOODS AND SERVICES ~~FOR~~ PAYMENT

The University purchases a substantial volume of goods and services, ~~and products annually and these products and services, including repair, renovation, and non-structural projects.~~ Except in certain limited situations, University employees shall be procured through acquire these goods and services through an open and competitive process aimed at fairness to interested suppliers and securing the best value for the University. Preeminent to, and overriding the specific policies contained in the following subparagraphs, any purchase obligation that would establish or make policy for the University, or would otherwise involve a substantial or significant expenditures, shall be referred to the Board of Regents for approval. The term eCompetition allows for the use of new technology in communications and of prior competitive history. It also includes eExisting contracts established by cooperative associations and State and federal entities, which meet the criteria for formal competitive process may be considered competitively bid. University departments may are encouraged to request and receive assistance from the Purchasing Department for all purchases, involving any regardless of the dollar amount.

#### 4.11.3—~~COMPETITION AND PROCESSING ORDERS THROUGH THE PURCHASING OFFICE~~ PURCHASES THAT MUST BE PROCESSED THROUGH THE PURCHASING DEPARTMENT

As a rule, competition is the prescribed method for acquiring goods and services for the University. Accordingly, University departments may request and receive assistance from the Purchasing Office for purchases involving any dollar amount. As set forth below, however, certain purchases must be processed through the Purchasing Office. The dollar limitations cited are on a per-transaction basis and are not cumulative. The term competition allows for the use of new technology in communications and prior competitive history. Existing contracts established by cooperative associations and State and federal entities, which meet the criteria for formal competitive process also satisfy the requirement.

Generally, the dollar amount of a purchase determines whether it must be ~~competed~~ competitively bid and whether it must be processed through the Purchasing Department. The dollar limitations are on a per-transaction basis and are not cumulative. However, certain purchases, regardless of dollar amount, must be processed through the Purchasing Department-Office:

- 1) If ~~it~~ the purchase involves a contractual document of any kind, or if ~~not~~ it is a type of product or service that would reasonably involve a contractual document, it must be signed and approved as provided by Regents Policy. A University legal officer ~~should review all contractual documents. Provided however that~~ The College of Continuing Education is authorized to review contractual documents related to conferences and seminars it holds or coordinates pursuant to its mission. The reason for contract review is to avoid obligating the University to any terms or conditions that may conflict with the State-Oklahoma statutes, eConstitution, statutes, or case law; or to avoid binding the University to any duties or liabilities against its best interests. Examples include,are (but are not limited to):
  - Leases
  - Use Licenses (such as for software, intellectual property, etc.)

- Services
- 2) If ~~it~~ the purchase involves radioactivity (to ensure appropriate regulatory authorities are involved).
  - 3) If ~~it~~ the purchase involves a laboratory animal (to ensure appropriate regulatory authorities are involved).
  - 4) If ~~it~~ the purchase involves space maintenance or minor construction (to ensure that Physical Plant/Site Support can exercise appropriate oversight).
  - 5) If ~~it~~ the purchase involves any other special product or service that requires prior approval from a University department with special responsibility and authority over such product or service.

Because of their extreme importance to the University, purchases of air charter services (such as for athletic teams or other groups) must be processed through the Purchasing Department. The preeminent issues are the health, safety, and welfare of University students and employees, the reliability of aircraft, and the reliability and quality of services. Secondary issues are overall value of services and an efficient competitive process. The Purchasing Director shall be responsible for conducting the process. Qualified air charter companies will be identified using stringent standards. Identified companies will be asked to provide offers for air services. The process and award will be conducted competitively and in a manner that fully addresses all vital issues. When the cost of a single air service contract exceeds the purchase authority granted to the President, ~~or his designee,~~ the President, with the concurrence of the Norman Campus Committee of the Board of Regents, is authorized to make fast track decisions up to \$300,000 if the decision is essential to fulfilling program requirements, or if the decision will be to the University's advantage economically.

Unless otherwise exempted, purchases exceeding \$50,000 must be processed through the Purchasing Department for formal competition. Splitting ~~of~~ orders to ~~skirt~~ avoid this dollar limitation is prohibited. A professional buyer ~~from the Purchasing Department~~ must place any resulting order.

Unless otherwise exempted, purchases above \$5,000 and not exceeding \$50,000 must be competed and processed through the Purchasing Department. Splitting ~~of~~ orders to ~~skirt~~ avoid this dollar limitation is prohibited. The competition may be conducted by the ordering department and the results submitted to ~~the Purchasing Department, which Purchasing~~ may rely on such results, or conduct further competition. A professional buyer ~~from Purchasing Department~~ must place any resulting order.

#### 4.11.4—PURCHASES THAT ARE NOT REQUIRED TO BE PROCESSED THROUGH THE PURCHASING DEPARTMENT

Because of their unique or peculiar nature, the following types of purchases do not require formal competition or processing by the Purchasing Department. The dollar limitations are on a per-transaction basis and are not cumulative.

- Purchases up to \$50,000 by University departments from University auxiliary enterprises, service ~~departments~~ units, or other University units engaged in the resale of products or services in accordance with their mission.

- Purchases of products, services, or utilities for resale, including minor operating supplies consumed in the resale process, by University auxiliary enterprises, service departments units, or other University units engaged in the resale of products or services in accordance with their mission.
- Purchases up to \$50,000 of legal, medical, accounting, consulting, architectural, engineering, interior design, appraisal, landscape design, real estate agency, or similar professional services, only when such services are ordered by executive level officers of the University pursuant to University-wide matters of importance, and only when such services represent discrete short-term engagements with specific terminal objectives.
- Purchases up to \$50,000 against University-wide contracts with suppliers, which have been arrived at competitively and for which exclusive usage by University departments has been mandated by the Board of Regents or the President.
- Purchases of professional dues, memberships, and similar products or services that are otherwise authorized, but which cannot reasonably be competed.
- Purchases of property designated as surplus by federal agencies, state agencies, county governments, municipalities, school districts, other institutions of higher education, and similar bodies; provided, however, that evidence of reasonableness of price must be obtained and maintained.
- Payments to federal agencies, state agencies, county governments, municipalities, school districts, other institutions of higher education, and similar bodies for products and services in situations that cannot reasonably be subjected to the competitive process.
- Such other purchases as may be identified by the Vice Presidents for Administrative Affairs and approved by the President.

Because they are covered by separate policies and procedures, the following types of purchases do not typically require processing by the Purchasing Department. The dollar limitations are on a per-transaction basis and are not cumulative. However, the requirement for competition may still apply, and the requirement for processing by another University department may apply.

- Individual travel costs (air fare, hotel, ground transportation, conference registrations, etc.) by employees attending conferences, seminars, and the like pursuant to official University business (~~these are~~ governed by separate ~~rules-policies~~ on travel reimbursement).
- Architectural, engineering, construction, and construction management services related to major real property construction and renovation of University capital assets (such services shall be secured be accordance with applicable law ).~~must competed and ordered by the University's Architecture & Engineering department).~~
- Such other purchases as may be identified by the Vice Presidents for Administrative Affairs and approved by the President.

Unless they are otherwise governed, restricted, or addressed by University policy, purchases of \$5,000 or less do not require competition or processing by the Purchasing Department, although competition is recommended. Splitting of orders to take improper advantage of this dollar allowance limit is prohibited. The ordering department shall ensure that such purchases meet all other requirements including, but not limited to legality, availability of funding, and whether the purchase is allowable, as in the case of a sponsored grant or contract.

#### 4.11.5—PURCHASES THAT REQUIRE THE ASSISTANCE AND REVIEW OF THE PURCHASING DEPARTMENT

To ensure effective and efficient mission accomplishment, the Purchasing Department, in meeting the requirement for a professional buyer to place an order, may establish for University departments orders that specify time frames, dollar limits, and product/~~sservice service~~ categories. Such orders may be established in response only to mission-critical needs that cannot otherwise be met timely or that cannot ~~possibly~~ otherwise benefit from the direct involvement of the Purchasing Department. Such orders permit University departments to place orders with vendors, up to the specified dollar limits. Departmental requests for such orders shall be communicated in writing and approved by an ~~administrative executive~~ officer of the department/~~school/~~administrative office, before ~~being forwarded~~ing to the Purchasing Department. The Purchasing Department shall maintain a list of such orders and provide such list to the ~~appropriate~~ Vice Presidents for Administrative Affairs no less frequently than quarterly. The Purchasing Department shall continually review such orders for need and shall audit their usage for compliance with the principles of competition, fairness, and best value. The Purchasing Department may terminate any such order when the need ~~for it~~ no longer exists, if there is evidence of noncompliance, or for similar reasons.

#### 4.11.6—PURCHASES FROM AUXILIARY ENTERPRISES AND SERVICE UNITS

University auxiliary enterprises and service units offer various products and services for sale, primarily to University departments, faculty, staff, and students. Examples are food services, printing services, and maintenance and repair of working spaces. ~~The products and services they offer should be competitive in quality and price. However, pricing should not be so low that it invites accusations of unfair competition being conducted by a tax-supported institution. Any excess of revenues over expenses generated by these entities is used to ensure future operations, renew and replace plant and equipment, and contribute back to the University's education and research missions through Presidential priorities. When a University department purchases such products or services, the University department must allow the related auxiliary enterprise or service unit first opportunity at the transaction. Such purchases may be awarded to outside vendors only upon sufficient justification, or upon refusal by the auxiliary enterprise or service unit.~~

#### 4.11.7—SUBMITTING PURCHASES TO THE BOARD OF REGENTS FOR APPROVAL AND REPORTING OTHER PURCHASES

Separate and apart from the policies and procedures governing competition and processing by the Purchasing ~~Department~~Office, the following conditions govern those purchases that must be submitted to the Board of Regents for prior approval, those purchases that must be reported to the Board of Regents at

least quarterly, and those purchases that are exempt from either the approval or reporting requirements. The dollar limitations are on a per-transaction basis and are not cumulative.

- Purchases over \$125,000 must be submitted to the Board of Regents for prior approval; sole source purchases in this category must be identified as such; changes that would increase~~alter~~ the financial obligation of the University ~~upwards~~ by more than 15% must be resubmitted to the Board of Regents for prior approval.
- Purchases above \$50,000 but not exceeding \$125,000 must be reported to the Board of Regents at least quarterly; sole source purchases in this category must be reported separately and identified as such.
- Purchases of air charter services must be reported to the Board of Regents at the meeting of next earliest opportunity.
- Purchases by University departments from University auxiliary enterprises or service ~~departments- units~~ are exempt from the approval and reporting requirements.
- Purchases of products, services, and utilities for resale, including minor operating supplies consumed in the resale process, by University auxiliary enterprises, service ~~departments units~~, or other University units engaged in the resale of products or services in accordance with their mission, are exempt from the approval and reporting requirements.
- Acquisition contracts, such as for office supplies University-wide or for materials for physical plant maintenance, arrived at through the competitive process, but which are indefinite as to quantity and delivery, are exempt from the approval and reporting requirements.
- Purchases of property designated as surplus by federal agencies, state agencies, county governments, municipalities, school districts, other institutions of higher education, and similar bodies are exempt from the approval and reporting requirements.
- Payments to federal agencies, state agencies, county governments, municipalities, school districts, other institutions of higher education, and similar bodies for products and services in situations that cannot reasonably be subjected to the competitive process, are exempt from the approval and reporting requirements.

#### 4.11.8—SOLE SOURCE PURCHASES

The following policy regarding sole source purchases explains why a particular action may not be subject to competition. However, it does not affect the criteria governing when a purchase must be processed through the Purchasing Department. Other than the requirement for competition, sole source purchases are subject to the same policies and procedures set forth above.

A sole source purchase is any which, by the specifications needed by the requestor or by the specific restrictions imposed by a funds provider, restricts the action to one supplier or to one brand name. The

sole source determination and justification shall not be based upon personal or professional preference of the requestor. Justification shall be objective rather than subjective.

A major component of a sole source purchase is the determination of fairness of price. Even though a material, service, or supplier may truly fit the conditions of sole source, the requestor shall demonstrate that the related price is fair and reasonable.

A sole source purchase is preferable to a formal competitive process in which specifications are written so narrowly that the outcome has no chance but to be the same as if a sole source was executed.

Any University employee involved in a potential sole source purchase shall weigh two risks. The first risk is conducting a sole source purchase when in fact a competitive situation exists. The second risk is conducting a competitive purchase when in fact a sole source situation exists. The first is the greater risk, but both shall be addressed.

Where a sole source purchase satisfies the criteria that it must be approved by or reported to the Board of Regents, the requestor shall defend the action, if necessary, before the Board of Regents. For every sole source purchase that has been executed, the requestor shall, if necessary, justify the action in cases of audit, protest, public inquiry, litigation, or similar circumstance.

Any requestor or buyer who knowingly executes a sole source purchase when, in fact, it is not one, may be subject to administrative action as otherwise provided for by Board of Regents policy.

The Purchasing Director is responsible for developing and maintaining the specific guidelines and forms necessary for requestors to document and justify proposed sole source purchases, and has the authority to challenge and deny requested actions that lack sufficient justification. The completed and executed forms shall be an integral part of the procurement file, available for inspection and audit by appropriate authorities.

#### 4.11.9—INVENTORY, CONTROL, AND CAPITALIZATION OF CERTAIN PURCHASES, GIFTS, OR OTHER ACQUISITIONS

In addition to the policies and procedures governing the acquisition of products and services, the following requirements apply to certain purchases, gifts, or other acquisitions.

Capital assets coming under the control of a University department, whether through purchase, gift, or otherwise, shall be recorded in the University's inventory system. Additionally, capital assets that are movable shall be tagged. If a movable capital asset is transferred from one location to another, the cognizant department shall report such movement to the appropriate inventory control office, and the new location shall be recorded in the system.

For purposes of this policy, a capital asset is one that meets the federal useful life and cost criteria specified in the Office of Management and Budget Circular A-21, ~~or future federal circulars or regulations as maybe amended or superceded.~~

The President or President's designee may impose inventory controls above and beyond those required in OMB Circular A-21, ~~or future federal circulars or regulations as may be amended, on selected asset classes or superceded.~~

Generally, the dollar amount of a purchase determines whether it must be competed and whether it must be processed through the Purchasing Office. However, certain purchases, regardless of dollar amount, must be processed through the Purchasing Office:

If it involves a contractual document of any kind, or if not, it is a type of good or service that would reasonably involve a contractual document; examples are (but not limited to):

Leases

Licenses

Services

If it involves radioactivity

If it involves a laboratory animal

If it involves space maintenance or minor construction

If it involves any other special product or service that requires prior approval from a University department with special responsibility and authority over such product or service

Purchases exceeding \$50,000 must be processed through the Purchasing Office for formal competition. Splitting of orders to skirt this dollar limitation is prohibited. A professional buyer must place any resulting order.

Purchases above \$5,000 and not exceeding \$50,000 must be competed and processed through the Purchasing Office. Splitting of orders to skirt this dollar limitation is prohibited. The competition may be conducted by the ordering department and the results submitted to Purchasing. Purchasing may rely on such results, or conduct further competition. A professional buyer must place any resulting order.

Purchases of \$5,000 or less do not require competition or processing by the Purchasing Office, although competition is recommended. Splitting of orders to avail of this dollar limitation is prohibited. The ordering department shall ensure that such purchases meet all other requirements including, but not limited to allowability, legality, and availability of funding.

Because of their extreme importance to the University, purchases of air services are governed by special policies and procedures. The preeminent issues are the health, safety and welfare of University students and employees, the reliability of aircraft, and the reliability and quality of services. Secondary issues are overall value of services and an efficient competitive process. The Purchasing Director shall be responsible for conducting the process. Qualified air charter companies will be identified using stringent standards. Identified companies will be asked to provide offers for air services. The process and award will be conducted competitively and in a manner that fully addresses all vital issues. When the cost of a single air service contract exceeds the purchase authority granted to the President or his designee, the President, with the concurrence of the Norman Campus Committee of the Board of Regents, is authorized to make fast track decisions up to \$500,000 if the decision is essential to fulfilling program requirements, or if the decision will be to the University's advantage economically.

To ensure effective and efficient mission accomplishment, the Purchasing Office, in meeting the requirement for a professional buyer to place an order, may establish for University departments orders that specify time frames, dollar limits, and product / service categories. Such orders may be established in

~~response only to mission-critical needs that cannot otherwise be met timely. Such orders permit University departments to place orders with vendors, which may exceed the dollar limitations set forth above. Departmental requests for such orders shall be communicated in writing and approved by an executive officer of the department / school / administrative office, before forwarding to the Purchasing Office. The Purchasing Office shall maintain a list of such orders and provide such list to the Vice Presidents for Administrative Affairs no less frequently than quarterly. The Purchasing Office shall continually review such orders for need and shall audit their usage for compliance with the principles of competition, fairness, and best value. The Purchasing Office may terminate any such order when the need no longer exists, if there is evidence of noncompliance, or for similar reasons.~~

~~Because of their unique or peculiar nature, the following types of purchases do not require formal competition or processing by the Purchasing Office:~~

~~Purchases by University departments from University auxiliary enterprises or service departments~~

~~Purchases of operating supplies inventory or inventory for resale, including utilities, by University auxiliary enterprises or service departments~~

~~Legal, medical, accounting, consulting, architectural, engineering, interior design, appraisal, real estate agency, or similar professional services, only when such services are engaged by executive level officers of the University pursuant to University-wide matters of importance~~

~~Such other purchases as may be identified by the Vice Presidents for Administrative Affairs and approved by the President~~

~~Because they are covered by separate policies and procedures, the following types of purchases do not require processing by the Purchasing Office; the requirement for competition may still apply:~~

~~Individual travel costs (air fare, hotel, ground transportation, conference registrations, etc) by employees attending conferences, seminars, and the like pursuant to official University business (governed by separate policies and procedures)~~

~~Architectural, engineering, construction, and construction management services related to major real property construction and renovation of University capital assets (such services must competed and ordered by the University's Architecture & Engineering department)~~

~~Such other purchases as may be identified by the Vice Presidents for Administrative Affairs and approved by the President~~

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#### APPROVAL AND REPORTING OF PURCHASES

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~~Separate and apart from the policies and procedures governing competition and processing by the Purchasing Office, the following conditions govern those purchases that must be submitted to the Board of Regents for prior approval, those purchases that must be reported to the Board at least quarterly, and those purchases that are exempt from either the approval or reporting requirements.~~



~~Purchases over \$500,000 must be submitted to the Board for prior approval; sole source purchases in this category must be identified as such; changes that would alter the financial obligation of the University upwards by more than 15% must be resubmitted to the Board for prior approval.~~

~~Purchases above \$50,000 but not exceeding \$500,000 must be reported to the Board at least quarterly; sole source purchases in this category must be reported separately and identified as such~~

~~Purchases of air services must be reported to the Board at the meeting of next earliest opportunity~~

~~Purchases by University departments from University auxiliary enterprises or service departments are exempt from the approval and reporting requirements; such purchases must, however, be approved by the President or the President's designee if they exceed \$500,000~~

~~Purchases of operating supplies inventory or inventory for resale, including utilities, by University auxiliary enterprises or service departments are exempt from the approval and reporting requirements; such purchases must, however, be approved by the President or the President's designee if they exceed \$500,000~~

~~Acquisition contracts, such as for office supplies University-wide or for materials for physical plant maintenance, arrived at through the competitive process, but which are indefinite as to quantity and delivery, are exempt from the approval and reporting requirements; such contracts must, however, be approved by the President or the President's designee~~

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#### SOLE SOURCE PURCHASES

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~~The following policy regarding sole source purchases explains why a particular action may not be subject to competition. However, it does not affect the criteria governing when a purchase must be processed through the Purchasing Office. Other than the requirement for competition, sole source purchases are subject to the same policies and procedures set forth above.~~

~~A sole source purchase is any which, by the specifications needed by the requestor or by the specific restrictions imposed by a funds provider, restricts the action to one supplier or to one brand name. The sole source determination and justification shall not be based upon personal or professional preference of the requestor. Justification shall be objective rather than subjective.~~

~~A major component of a sole source purchase is the determination of fairness of price. Even though a material, service or supplier may truly fit the conditions of sole source, the requestor shall demonstrate that the related price is fair and reasonable.~~

~~A sole source purchase is preferable to a formal competitive process in which specifications are written so narrowly that the outcome has no chance but to be the same as if a sole source was executed. Such empty competitive processes are harmful because they skirt sole source reporting requirements and rob executives and managers of vital operating information. Further, they can aggravate suppliers and cause them needless expense in responding.~~

~~Any University employee involved in a potential sole source purchase shall weigh two risks. The first risk is conducting a sole source purchase when in fact a competitive situation exists. The second risk is conducting a competitive purchase when in fact a sole source situation exists. The first is the greater risk but both shall be addressed.~~

~~Where a sole source purchase satisfies the criteria that it must be approved by or reported to the Board of Regents, the requestor shall defend the action, if necessary, before the Board. For every sole source purchase that has been executed, the requestor shall, if necessary, justify the action in cases of audit, protest, public inquiry, litigation or similar circumstance.~~

~~Any requestor or buyer who knowingly executes a sole source purchase when in fact it is not, may be subject to administrative action as otherwise provided for by Board of Regents policy.~~

~~The Purchasing Director shall be responsible for developing and maintaining the specific guidelines and forms necessary for requestors to document and justify proposed sole source purchases. The completed and executed forms shall be an integral part of the procurement file, available for inspection and audit by appropriate authorities.~~

~~Purchase obligations for \$125,000 or less may be approved by the President or the President's designee. Changes that would alter the financial obligation of the University upwards by more than 15% must be resubmitted to the Board of Regents for approval. Purchase obligations from \$75,000 to \$125,000 shall be reported to the Board of Regents on a quarterly basis. Purchases of utilities and merchandise for resale by the commissary, storeroom and other similar units may be approved by the President or the President's designee even if they exceed the \$125,000 limitation.~~

~~Recognizing that the University makes many thousands of small dollar value purchases, it may utilize a system in which an individual purchase could range, for example, from \$1 to \$2,500. The cumulative sum during a year might be \$5,000, \$10,000 or total more than the \$125,000 limitation. In order to achieve overall best value, repetitive purchase agreements may be established to secure terms and discounts with specific vendors based on estimated annual purchases. Because the cumulative annual value is not known these agreements are not subject to the \$125,000 limitation. In no case, however, will a purchase be divided in order to avoid the \$125,000 limitation.~~

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~~**ACQUISITION OF GOODS AND SERVICES PURSUANT TO AND FUNDED BY SPONSORED GRANTS AND CONTRACTS APPROVED BY THE BOARD OF REGENTS**~~

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~~Purchase obligations between \$125,000 and \$300,000 may be approved by the President or the President's designee, only if they are pursuant to and funded by sponsored grants and contracts under which the University is providing goods and services and that have been approved by the Board of Regents. Such purchase obligations between \$125,000 and \$300,000 will be reported to the Board of Regents quarterly.~~

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~~**BEST-VALUE ARRANGEMENTS**~~

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~~It shall be the responsibility of the respective Purchasing Directors continually to conceptualize, search for, and formulate innovative contracts that deliver best value to the University. The respective Purchasing Directors may, and are encouraged to, act cooperatively in developing agreements that serve all University campuses and locations. Pursuant to the policies herein, the respective Purchasing Directors shall arrive at best value agreements using open and competitive processes and, to the extent feasible, obtaining broad and active participation by the University end-user community. For purposes of this policy, best value includes:~~

- ~~—> The operational cost that the University will incur if the agreement is executed.~~
- ~~—> The quality of the product/service or its technical competency.~~
- ~~—> The reliability of delivery and implementation schedules.~~
- ~~—> The maximum facilitation of information/data exchange and systems integration.~~
- ~~—> Warranties, guarantees, and return policy.~~
- ~~—> The financial stability of the vendor.~~
- ~~—> The consistency of the proposed solution with the University's strategic plan.~~
- ~~—> The quality and effectiveness of the business solution approach.~~
- ~~—> The industry and program experience.~~
- ~~—> The prior record of vendor performance.~~
- ~~—> The vendor's expertise with engagements of similar scope and complexity.~~
  - ~~> The extent and quality of the proposed participation and acceptance by all user groups.~~
- ~~—> Proven development methodology and tools.~~
- ~~—> Innovative use of current technologies and quality results.~~

~~Widespread utilization of best value agreements by all University personnel is key to achieving optimum results under the agreements. Departures by University personnel from using best value agreements, even though lower pricing for specific items may otherwise be available, generally degrade the overall effectiveness of the University's procurement efforts and drive up procurement materials costs. Accordingly, all University personnel are required to participate fully in best value agreements, and shall justify exceptions.~~

#### 4.11.10—ACQUISITION OF SURPLUS PROPERTY

The following University officers are authorized to sign instruments, contractual documents and enter into negotiations as necessary in the acquisition of surplus property from federal agencies, state agencies, county governments, municipalities, school districts, other institutions of higher education, and similar bodies:

- President
- Vice Presidents for Administrative Affairs
- Controllers

- [Assistant Controllers](#)
- [Purchasing Director](#)
- [Assistant Purchasing Directors](#)

#### 4.11.11—[DEMONSTRABLE EMERGENCY](#)

[The President shall have authority to approve a financial decision up to \\$300,000 in the case of a demonstrable emergency.](#)

#### 4.11.12—[SELLING GOODS AND SERVICES](#)

[The University provides a substantial volume of services for compensation. In order to protect and preserve the University's interests and ensure that it remains in compliance with all applicable laws and regulations, new contracts, grants, and similar contractual documents must be processed through the University's Legal Counsel Office and any other governing appropriate office \(for example, Grants and Contracts Administration, the Controller, Public Affairs, etc.\). Signature may be provided only Such contractual documents should be signed only after all appropriate and required reviews and approvals have been completed. Only an individual to whom the President has delegated the appropriate authority \(to sign contractual documents in the nature of the document in question\) may sign the document. Each document involving annual revenues of \\$125,000 or more shall be reported to the Board of Regents at the meeting.](#)

### ~~ACQUISITION OF SURPLUS PROPERTY~~

~~Individuals occupying the following positions are authorized to sign all instruments and to enter into such negotiations as may be necessary in the acquisition of surplus property from federal and state agencies: for the University, President of The University of Oklahoma; For the Norman Campus, Vice President for Administrative Affairs; For the Health Sciences Center, Vice President for Administrative Affairs and Purchasing Director. (RM, 10-13-83, pp. 17679-80)~~

#### ~~Demonstrable Emergency~~

~~The President shall have authority to approve a financial decision up to \$300,000 \$500,000 in the case of a demonstrable emergency. Whenever unusual purchases are being made or unusual methods of procurement are being used, regardless of the amount of authorization, the Board should be advised.~~

#### ~~Delegation of Authority—Letters of Authorization~~

~~It shall be the duty of the Vice Presidents for Administrative Affairs to recommend to the President the names of the individuals and/or the titles of positions, who should be authorized to enter into transactions and/or sign purchase orders, contracts, and agreements on behalf of the institution. The recommendation to the President shall include the nature of the authority delegated, the areas of activity to which it is limited, and the upper limit of the authority in terms of dollars. If the President accepts the recommendation of the Vice President for Administrative Affairs, the President shall endorse the recommendation. The original letter of authorization shall be forwarded to the individual to whom the~~

~~authority is delegated; one copy shall be retained in the Office of the Executive Secretary of the Board of Regents, and one copy shall be retained in the respective Purchasing Director's office. It shall be the duty of the Offices of the Vice Presidents for Administrative Affairs to review at the commencement of each academic year all of the authorizations delegated for the prior year and prepare new authorizations containing the recommendation of Vice Presidents for Administrative Affairs to the President for delegations of authority for the ensuing year. All delegations of authority, regardless of their effective date, will expire on the first day of September of each year.~~

### **Competition**

~~Purchases for \$2,500 or less do not require documentation of competitive bidding; however, University employees shall exercise prudent judgment and obligations must meet University purchasing policies and funding requirements.~~

~~Purchases above \$2,500 and not exceeding \$35,000 shall be awarded by professional buyers. These awards shall be based on best value for the University and pricing shall be obtained on a competitive basis except for sole source items. The term competitive basis is intended to allow for utilization of new technology in communications, utilization of existing contracts obtained from open and competitive processes, and from prior competitive history.~~

~~Purchases, including construction contracts, exceeding \$35,000 will be formal, written and competitive except for sole source actions. Existing contracts such as cooperative associations, and State and federal contracts that meet the criteria for formal competitive process may be used.~~

### **Sole Source Procurements**

~~A sole source procurement is any which, by the specifications needed by the requestor or by the specific restrictions imposed by a funds provider, restricts the action to one supplier or to one brand name. The sole source determination and justification shall not be based upon personal or professional preference of the requestor. Justification shall be objective rather than subjective.~~

~~A major component of a sole source procurement is the determination of fairness of price. Even though a material, service or supplier may truly fit the conditions of sole source, the requestor shall demonstrate that the related price is fair and reasonable.~~

~~A sole source procurement is preferable to a formal competitive process in which specifications are written so narrowly that the outcome has no chance but to be the same as if a sole source was executed. Such empty competitive processes are harmful because they skirt sole source reporting requirements and rob executives and managers of vital operating information. Further, they can aggravate suppliers and cause them needless expense in responding.~~

~~Any University employee involved in a potential sole source procurement shall weigh two risks. The first risk is conducting a sole source procurement when in fact a competitive situation exists. The second risk is conducting a competitive procurement when in fact a sole source situation exists. The first is the greater risk but both shall be addressed.~~

~~Where a sole source procurement satisfies the criteria that it must be approved by or reported to the Board of Regents, the requestor shall defend the action, if necessary, before the Board. For every sole source procurement that has been executed, the requestor shall, if necessary, justify the action in cases of audit, protest, public inquiry, litigation or similar circumstance.~~

~~Any requestor or buyer who knowingly executes a sole source procurement when in fact it is not, may be subject to administrative action as otherwise provided for by Board of Regents policy.~~

~~The respective Purchasing Directors shall be responsible for developing and maintaining the specific guidelines and forms necessary for requestors to document and justify proposed sole source procurements. The completed and executed forms shall be an integral part of the procurement file, available for inspection and audit by appropriate authorities.~~

~~Sole source procurements in excess of \$35,000 will be reported to the Board of Regents quarterly.~~

### **Air Services**

~~Assuring safe and reliable air services contracts for the University is imperative and presents unique challenges that require a modified procurement procedure. The issues related to this process in descending order are the health, safety and welfare of University students and employees, reliability of aircraft, reliability of services, quality of service, overall value of services, and the need to solicit and contract in a competitive and efficient manner. The policy to be followed in acquiring air services contracts for the University is as follows:~~

~~The Director, Department of Procurement Services will be responsible for conducting this process. Qualified air charter companies will be identified using stringent standards. Identified companies will be asked to provide offers to Procurement Services for air services. This process will be conducted in a manner that will facilitate the objectives of safety, reliability of aircraft, reliability of services and quality of service while maintaining a fair and competitive process. Awards will be determined on a best value basis.~~

~~When the cost of a single air service contract exceeds the \$100,000 routine purchase authority limit granted to the President or his designee, the President, with the concurrence of the Norman Campus Committee of the Board of Regents, is authorized to make fast track decisions up to \$300,000 if the decision is essential to fulfilling program requirements, or if the decision will be to the University's advantage economically.~~

~~Resulting contract(s) will be presented to the Board of Regents as an information item.~~

### **State Central Purchasing**

~~The administration of the University will utilize State Central Purchasing only when it is determined to be in the best interests of the University. The University Purchasing Department shall develop the expertise to support University departments across the wide spectrum of goods and services which are purchased.~~

### **Minority Business Set Asides**

~~The procedures for competitive bids may be modified when it is necessary to achieve a minority business goal under federal contracts covered by Public Law 95-507. In these instances, the respective campus Purchasing Directors may, at their discretion, set aside purchases for competition among minority firms when the following conditions exist:~~

- ~~➤ There is a sufficient number (3 or more) of minority vendors available to establish competitive prices.~~

- ~~➤ There is a past price history on the item or items being purchased.~~
- ~~➤ Set aside action is necessary in order to help meet the goals stated in the contract.~~

~~This procedure will be periodically reviewed to ensure that it is consistent with current provisions of Public Law 95-507. (RM, 5-10-73, pp. 12157-61, amended 6-13/14-73, 7-26-73, 11-8-73, 12-13-73, 6-13-74, 1-9-75, 9-1-77, 2-8-79, 12-18-80, 9-7-88, 12-7-88, 5-17-89, 6-14-90, 3-7-91, 7-18-91, 12-4-92, 3-29-00)~~

## 4.12—LISTING OF SUBCONTRACTORS

The form of notice to the contractors or bidders on construction projects will indicate that the listing of major subcontractors is mandatory and any bid failing to list subcontractors ~~may~~ shall be rejected. (RM, 3-19-69, pp. 9748-49, edited; 3-29-00, p. 26909)



## 4.13—CRITERIA FOR TRANSFERRING EQUIPMENT AND/OR FUNDS

The criteria for determination of transferability of equipment and/or funds to another institution at the request of faculty members terminating their faculty appointments here and transferring activities to another institution are as follows:

- 1) At no time will title to ~~equipment-assets~~ vested in ~~the University of Oklahoma~~ be transferred directly to the terminating faculty member.
- 2) Transfer of equipment may be considered when:
  - It is or was the specific intent of the donor ~~or granting agency~~ that the equipment is or was to support the work of the terminating faculty member rather than a program of the University and that the equipment ownership should be transferred to the institution to which the faculty is moving.
  - The equipment was purchased from funds supporting an ongoing program which the donor or granting agency will continue at the new employing institution.
  - ~~Transfers of equipment will—must be pre-~~authorized by the appropriate contracting official and ~~Equipment transfers will be approved by the appropriate dean/departement chair and designated executive/administrative officer the Vice President for Research of Administrative Affairs before the transfer occurs.~~
- 3) At no time will funds deposited with the University for the purpose of supporting the departing faculty member's research, patient care, or education program be transferred directly to the faculty member except under the provision of ~~the of Board~~ Regents' Professional Practice Plan policies.
- 4) Funds may be considered for transfer to the departing faculty member's new institution only when:
  - It was the specific intent of the donor or granting agency that the funds were/are for the purpose of supporting the activity of the departing faculty member (rather than a program of the University) which specifically is being transferred by intent to the new institution employing the departing faculty member.
  - ~~Transfers of funds will be pre-~~authorized by the appropriate contracting official and approved by the appropriate dean/departement chair and ~~designated executive/administrative officer the Vice President for Research of Administrative Affairs.~~ ~~The respective Director of Grants and Contracts Administration will be consulted for prior approval for the transfer of funds or equipment.~~
- 5) Funds ~~specifically~~ shall not be transferred to another institution ~~at a faculty member's request~~ when residual funds remain following completion of the program or project for which the funds were provided. (RM, 9-2-76, p. 14139; 3-29-00, p. 26909)

## 4.14—PROPERTY DEVELOPMENT<sup>5</sup>

The Board of Regents ~~is are~~ charged by the ~~e~~Constitution of ~~the State of~~ Oklahoma with not only the authority but the responsibility to govern ~~and develop~~ ~~T~~he University ~~of Oklahoma~~. This responsibility requires that the Board of Regents ~~utilize-use~~ every implement and tool available to improve the resources available to the University and, hence, the quality of the University. The Board of Regents regards the non-profit corporation and the public trust as just such tools. Both the non-profit corporation and the public trust have been made possible by legislative action. The Board of Regents believes that ~~they-it~~ would be delinquent in ~~their-its~~ duties to the people of this State if ~~they-it~~ failed to ~~utilize-use~~ these tools as the law allows.

One of ~~their~~ goals is the creation of an endowment for the University. Gifts of private monies, goods, and lands to colleges and universities and the subsequent wise management of them are absolutely essential if Oklahoma is to have truly fine colleges and truly great universities.

Many unselfish and public-spirited people have given or left all or part of their property to the University. The Board of Regents believes it is ~~their-its~~ duty to encourage and accept such gifts and, having received them, to use and invest them wisely. It is ~~their- the Board of Regents'~~ firm resolve that these gifts to the University should always be used, not in place of the public dollar, but in addition to the public dollar.

Not all properties acquired by the University are readily invested. Some public-spirited Oklahomans have given a portion or all of their real property to the University. In such cases, the Board of Regents carefully ~~studyies~~ the property to determine how it can best be used. The possibilities are many and varied; it is the duty of the Board of Regents to find the one most profitable to the ~~institution~~University. It is NOT the policy of the Board of Regents to develop properties ~~themselves-itself~~ nor to operate or manage any commercial, industrial, or agricultural business unless it is directly related to the educational ~~function-mission~~ of the University, as are ~~our- the University's~~ printing presses and student radio station, or ~~to related~~-functions which directly assist in supporting the educational ~~mission-institution~~ of the University, as do the cafeterias, dormitories, bookstores, and campus physical plants.

The ~~purpose-mission~~ of the ~~u~~University is ~~education teaching~~, research ~~and creative/scholarly activity, and professional and public-and~~ University service ~~and public outreach~~; and it is the purpose of the Board of Regents to ~~utilize-use~~ every resource available to fulfill that purpose. ~~They~~ Board of Regents regards trusts and non-profit corporations as ~~a~~-valuable tools in this effort, but it is not ~~their~~ function to invade the world of private industry by developing properties unrelated to ~~their~~ ~~institutional~~ University's purpose. (RM, 9-14-72, pp. 11684-85)

## 4.15—ACQUISITION AND DISPOSITION OF REAL PROPERTY

The Board of Regents will approve the acquisition or disposition of all real property. The University administration will use the following guidelines in determining acquisition/disposition actions to be proposed to the Board of Regents.

### 4.15.1—ACQUISITION OF PROPERTY

- 1) ~~The University will a~~Acquire property when it is needed for the future expansion of the University.
- 2) ~~The University will a~~Acquire property needed to protect or secure the perimeter of the campus or other University facilities or land holdings.
- 3) ~~Select P~~property ~~selected~~ for acquisition ~~that is should be~~ located in primary expansion zones where the area is contiguous to the campus or in outlying areas when needed for specific purposes, such as the Oklahoma Geological Survey Observatory at Leonard, the Lake Texoma Biological Station, or a wildlife refuge.
- 4) ~~The University will p~~Purchase property in primary areas as it becomes available from willing sellers or in special cases when it is needed immediately to develop a new facility.
- 5) ~~The University will h~~Have independent appraisals made before purchasing land and buildings.
- 6) ~~Accept G~~ifts of real estate away from campus ~~will be accepted~~ when they are needed for University programs or if the property will be of financial benefit.

If acquired property is not required for immediate development, it will be maintained at a standard level of repair and appearance.

### 4.15.2—DISPOSITION OF PROPERTY

The ~~University Board of Regents~~ will dispose of property:

- 1) that is not required for University expansion or to protect other University lands and facilities;
- 2) that is not economical to operate and maintain and does not provide other benefits;
- 3) that is not in a primary expansion zone contiguous to the campus or other University land holdings and is not required for future development;
- 4) that is received from donors but not needed for University purposes; disposition will comply with all the terms and conditions of the gift;

- 5) that can be converted to more liquid assets for other immediate needs or long-term requirements.

It shall be the policy of the Board of Regents to purchase and dispose of property as required to satisfy the mission of the University.

(RM, 11-11-54, p. 5032, edited; 11-1-95, p. 24684; 3-29-00, p. 26909)

## 4.16—UNIVERSITY APARTMENTS<sup>6</sup>

### 4.16.1—APARTMENT LEASE

The Board of Regents approved in principle a new lease agreement for apartments which provides for civil action in the event of violation of the covenants of the lease. It may be enforced in a court of competent jurisdiction upon recommendation of the President of the University Office of Legal Counsel or his-its designees, and they are authorized to modify the lease as time and events require. (RM, 1-20-72, p. 11325, edited; 3-29-00, p. 26909)

### 4.16.2—ALLOTMENT

Allotment of apartments will proceed from the following order of priority: students, faculty, staff, and others. (RM, 11-9-49, p. 3332, edited; 3-29-00, p. 26909)

## 4.17—UNIVERSITY-OWNED AIRPLANES

The University ~~of Oklahoma~~ operates aircraft for air transportation on trips pertaining to official University business. University-owned aircraft may not be used for trips unrelated to University business;<sup>5.2</sup> provided, however, other officials and employees of the State may use the University aircraft if necessary for the conduct of official ~~State-University~~ business. Persons who are not State employees may also use or be passengers in the University aircraft ~~where~~ when deemed necessary in performing services to the ~~State or the~~ University.

Use of University aircraft must be ~~pre~~-authorized by the appropriate budget unit head. The Vice President for University Outreach will prioritize aircraft use and address scheduling conflicts. (RM, 9-15-60, p. 6638; amended 4-11-85, p. 18329)

## 4.18—SELECTION OF ARCHITECTS, ENGINEERS, AND LAND SURVEYORS

An objective of ~~T~~the University ~~of Oklahoma~~ is to develop the best possible campus environment, within the limits of available resources, to enhance implementation of its ~~programs-~~ missions of teaching, research, ~~and scholarly/creative activity, and professional and University and~~ service and public outreach to the State of Oklahoma. To this end, the Board of Regents hereby establishes this ~~proeedure-~~ policy to be followed in the selection of professional consultants, which shall supersede all previous policies in this area. The ~~proeedure-~~ policy covers three areas of concern:

- Soliciting names and screening qualifications of interested firms.
- Interviewing, ~~and screening, and selecting~~ three to five firms identified during the solicitation process ~~with a report to the Board of Regents for its actions.~~
- ~~Providing for the s~~Selectioning of architects, engineers, and other consultants in an emergency.

### 4.18.1—SELECTION PROCESS

When the President ~~of the University~~ decides that the University requires the services of a licensed architectural, registered engineering, or registered land surveying firm, the provisions of this policy will be followed. The basic sequence of actions will be as follows:

- 1) Architectural and Engineering Services, when authorized by the Vice President for Administrative Affairs on either campus, will forward a letter to the State Department of Central Services requesting the names of all firms who have established a consultant file with the State of Oklahoma. The letter will contain information which shall define the scope of the proposed project, and identify or describe the various project components, phases, and time tables and sources of funds.
- 2) Upon receipt of the list of appropriate firms by Architectural and Engineering Services, it will send letters of notification to all firms on the list. The letters will solicit a timely expression of interest in performing consultant services for the project and shall contain the following information: (a) description and scope of the project; (b) estimated construction cost; (c) time schedule for the project; (d) funds available, including, federal, ~~S~~state or other sources; (e) specification of the last date for submitting a notice of interest in performing the proposed services to the University; and (f) other pertinent data.
- 3) The University will advise the State Department of Central Services of the firms which responded ed within 20 days (or longer if allowed by the University) of the postmark date of the letter of notification, and request ~~them-~~ the State Department of Central Services to forward copies of the information that each consultant has on file there.

- 4) An interview committee will be established by the Vice President for Administrative Affairs on ~~each~~ the appropriate campus to interview the responding firms. This committee will normally consist of the following persons:

**NORMAN CAMPUS INTERVIEW COMMITTEE**

- a) Representative of the Senior Vice President and Provost (if the project is for an academic use);
- b) Representative of Architectural and Engineering Services;
- c) Representative of Physical Plant;
- d) Other appointees as directed by the Vice President for Administrative Affairs ~~(Norman Campus)~~.

**HEALTH SCIENCES CENTER INTERVIEW COMMITTEE**

- a) Representative of the Senior Vice President and Provost (if the project is for an academic use);
- b) Representative of Architectural and Engineering Services;
- c) Representatives of Operations;
- d) Representative of Facilities Management and Capital Planning;
- e) Other appointees as directed by the Vice President for Administrative Affairs, HSC.

Normally, the chair of the interview committee will be designated by the appropriate Vice President for Administrative Affairs, who may also augment the committee to permit comprehensive representation.

**TULSA CAMPUS INTERVIEW COMMITTEE**

- a) Representative of the OU-Tulsa President;
- b) Representative of Architectural and Engineering Services;
- c) Representative of Facilities Management and Capital Planning;
- d) Other appointees as directed by the OU-Tulsa President.

- 5) The interview committee shall review the consultant files forwarded and select a minimum of three ~~(3)~~ and a maximum of five ~~(5)~~ firms for more detailed consideration and interview. Where possible, the maximum should be selected. In making these selections, the committee shall consider, among other things: (a) factors of the Consultant Interview Evaluation form; (b) specialized experience in type of



- work proposed; (c) capacity of consultant to perform the services on time; (d) past performance by the consultant; and (e) consultant's principal place of business.
- 6) The interview committee will conduct interviews of the firms selected for more detailed consideration and develop a numerical rating of the qualifications of each firm. If out-of-state firms are under consideration, all in-~~S~~state firms will be given a five percent preference by multiplying their final numerical rating by a factor of 1.05. For the purpose of determining whether a firm or a team consisting of both in-state and out-of-state firms can be qualified as an in-state firm, the following criteria are to be used: (a) the firm with which the contract will be executed must have a principal place of business and a substantial continuing presence in Oklahoma, and (b) a majority of the work effort on the project must be accomplished by the in-state firm(s). A report of the results will be forwarded to the ~~University~~ President for action by the Board of Regents to rank and select consultants.
  - 7) Following action by the Board of Regents, a full report of the selection process will be forwarded by the Chairman of the Board of Regents to the Office of the Governor for review.
  - 8) Normally, following review by the Governor, the ~~University~~ President or his designee will negotiate a contract with the first choice consultant. However, if the University cannot reach agreement with the first choice consultant, negotiations shall be terminated and the University shall negotiate, in a similar pattern, with the remaining consultants in descending rank order until an agreement is reached. The President or his authorized designee ~~is authorized to~~ may execute the consultant contract.

#### 4.18.2—EMERGENCIES

Where a sudden unexpected happening or unforeseen occurrence arises whereby it is impossible for the University to observe this policy because of the time factor and ~~if~~ public health or safety is endangered or where a condition or situation arises which, if allowed to continue, would lead to economic loss to the State or further damage to State property, the President may declare an emergency, giving reasons therefor~~ee~~, and, upon notifying the Board of Regents and the Director of the State Department of Central Services, enter into a consultant contract up to \$25,000.00. (RM, 3-24-70, p. 10282; 10-18-89, p. 21381; 3-6-96, p. 24811; 3-29-00, p. 26909)

## 4.19—PROJECT-RELATED UTILITY EASEMENTS

The President ~~of the University~~ or his authorized designee is authorized to approve required utility easements for construction projects in those instances when the Board of Regents has authorized the entire project. It is the understanding of the Board of Regents that in order to facilitate the approval of these routine project-related utility easements, the following procedure will be followed:

- Each easement will be reviewed by ~~the~~ University Legal Counsel and other appropriate members of the University staff.
- The President or his authorized designee ~~will~~ may approve the easement on behalf of the Board of Regents.
- Record copies of the easements will be on file in the office of the Executive Secretary of the Board of Regents and in the ~~o~~Office of Legal Counsel. (RM, 12-9-76, p. 14229; 3-29-00, p. 26909)

## 4.20—OIL AND GAS CONTRACTS

The Chair of the Board of Regents ~~of The University of Oklahoma~~, the President ~~of The University of Oklahoma~~, and the Executive Secretary of the Board of Regents ~~of The University of Oklahoma~~, acting for and on behalf of, and for the use and benefit of, ~~the University of Oklahoma Board of Regents~~, are hereby authorized to execute on the behalf of ~~the University of Oklahoma Board of Regents~~ or the Regents of The University of Oklahoma, all Division and Transfer Orders, oil and gas leases, and all sales contracts affecting oil or gas belonging to ~~the University of Oklahoma Board of Regents or to the Regents of The University of Oklahoma~~ for the use and benefit of ~~the University of Oklahoma Board of Regents~~, in any capacity, which Division and Transfer Orders, oil and gas leases, and sales contracts are necessary to be filed with any person, firm, or corporation with which said Board of Regents ~~or University~~ may do business; said officers being hereby authorized to sell or lease or reject offers for sale or lease of all oil and gas now in the custody of any person, firm, or corporation or which may hereafter be given into their custody to the credit of said Board of Regents ~~or University~~. (RM, 6-6-63, pp. 7417-18; 3-29-00, p. 26909)

## 4.21—FINANCIAL EMERGENCY POLICY

While it is assumed that the administration of ~~T~~the University ~~of Oklahoma~~ has a continuing responsibility for maintaining a sound budget and that, through responsible financial management and appropriate retrenchment policies, all approaches for averting a financial crisis will be utilized, it is possible that a financial emergency might become inevitable. The following statement outlines the administrative policies and the procedures for such an eventuality.

The Board of Regents has ultimate responsibility for the financial integrity of the University. Decisions resulting from these policies and procedures are subject to the approval of the Board of Regents, ~~who~~ which may take into consideration such factors as ~~it~~they deems appropriate.

### 4.21.1—DEFINITION

The University ~~of Oklahoma~~ includes ~~three~~ four budgetary agencies: Norman Campus; Law Center; ~~and~~ the Health Sciences Center, including the College of Medicine, Tulsa; ~~and the Professional Practice Plan~~. A financial emergency is an imminent fiscal crisis that threatens any one of these agencies. A state of financial emergency will be declared whenever the Educational and General Part I budget allocation to the agency necessitates reductions in faculty or staff or reductions in operational budgets that would seriously erode program quality.\*

The President will decide and declare when any agency of the University is in a state of financial emergency. Based upon ~~input~~ information received, the President will submit a plan of action to the Board of Regents for approval.

Specific procedures pertaining to the Norman Campus and Norman Campus programs delivered in Tulsa are included in the Norman Campus Faculty Handbook.

#### *Procedure*

##### **Phase I**

~~In response to the declaration, the Provost and the vice-presidents will prepare a general plan to relieve the emergency condition. This general plan will not identify specific faculty or personnel for termination but will identify general areas in which reductions are proposed. The plan will be submitted for advisory review to the deans and to a group consisting of faculty, staff and students.~~

~~The representative group that will review the general plan on the Norman Campus will be the Budget Council. The Equal Opportunity/Affirmative Action Officer will serve in an advisory capacity as an ex officio member of the Council. The primary consideration in the design and review of the general plan will be to provide the necessary budgetary savings through selective reductions that are substantially less~~

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\* Although this definition will apply to all the budgetary agencies, the subsequent procedures will apply only to the Norman Campus. The Health Sciences Center and the Law Center will develop their own procedures to be approved by the President.

~~detrimental to the quality and effectiveness of the University's continuing programs than any alternate budgetary reductions. The Budget Council shall submit its recommendations directly to the President and make itself available for consultation and explanation of the report. Based on these recommendations the President will submit a plan to the Board of Regents for their approval.~~

## **Phase II**

~~If, after consideration of all possible sources of possible budget reduction, the general plan approved by the Board of Regents necessitates the termination of faculty or staff, more specific plans for the terminations within each of these groups will be devised.~~

## **FACULTY TERMINATIONS**

~~If the general plan approved by the Regents entails the termination of faculty, the Provost, in consultation with the deans, will suggest a more specific faculty termination plan.~~

~~The Provost will be responsible for developing a specific plan for necessary faculty terminations. In making recommendations regarding these faculty terminations, the Provost will consider the Guidelines for Comparative Program Evaluation. Every termination must be justified on the basis that it will have an effect substantially less detrimental to the quality and effectiveness of the University's continuing programs than any alternative budgetary reductions.~~

~~The faculty termination plan will be submitted for review to a faculty committee composed of five members of the General Faculty (appointed by the Provost from a list of ten names submitted by the Faculty Senate), one administrative appointee, and one non-voting observer from the Provost's Office. No more than two members of the committee may be from the same college. The members of the committee will elect a chair. The Affirmative Action Officer shall serve in an advisory capacity as an ex officio member of the committee.~~

~~The faculty committee will make recommendations to the Provost. When there are unresolved differences between the Provost and the committee, recommendations of the committee will be submitted to the President along Guidelines for Faculty Terminations.~~

## **GUIDELINES FOR FACULTY TERMINATIONS**

~~The faculty termination plan shall be in accordance with the following guidelines:~~

- ~~➤ To the extent possible, alternatives other than termination should be explored. Examples of such alternatives are early retirement, fractional appointments and reduction in salaries.~~
- ~~➤ Unless a substantial and serious imbalance in the quality within a given program would result:
 
  - ~~➤ Untenured faculty should be terminated before tenured faculty.~~
  - ~~➤ Seniority should be respected.~~
  - ~~➤ Affirmative Action guidelines should be observed.~~~~
- ~~➤ Where termination is required:
 
  - ~~➤ The following dates of notification will be followed:~~~~

- ~~A faculty member with a regular appointment who is not to be reappointed for a second year of service must be so notified no later than March 1; or if the first year of appointment terminates at a time other than the end of the academic year, not less than three months before the end of the appointment period.~~
- ~~A faculty member with a regular appointment who is not to be reappointed to a third year of service must be so notified no later than December 15 of the second year of appointment; or, if the second year of appointment terminates at a time other than the end of the academic year, not less than six months before the end of the appointment period.~~
- ~~A faculty member with a regular appointment who is not to be reappointed to a fourth or subsequent year of service must be so notified no later than July 1 of the year preceding the final year of appointment; or, in the case of an appointment ending at a time other than the end of the academic year, not less than twelve months before the end of the appointment period.~~
- ~~A tenured faculty member who is not to be reappointed because of a financial emergency must be so notified no later than July 1 of the year preceding the final year of appointment.~~
- ~~Employment in some other part of the University should be offered where possible, if the individual is the best qualified, candidate.~~
- ~~If the University adds positions during a three year period following transfer or termination, such faculty members should be given priority for related positions for which they are the best qualified candidate.~~
- ~~In all cases of termination of tenured faculty because of financial emergency, the place of the tenured faculty member concerned will not be filled by a replacement within a period of three years, unless the released faculty member has been offered reinstatement and a reasonable time (not to exceed 45 days) in which to accept or decline it. The right of a faculty member to be employed in another position is subject, in accordance with paragraph 2.a.c, to the rights of other faculty members who have also been terminated or transferred.~~
- ~~A faculty member whose salary or FTE has been reduced shall have the same priority for restoration to his/her former status over a new person.~~
- ~~Each terminated faculty member has the right to have his/her termination reviewed by the Faculty Appeals Board to determine if these guidelines have been followed, but the circumstances of the financial emergency shall not be reviewed.~~

## STUDENT ACCOMMODATIONS

~~If a program is discontinued, students in the program shall be notified and every effort shall be made to allow them to finish their program. (If financial emergency leads to program discontinuance, the guidelines for program discontinuance will apply.) If it is not possible for the students to complete their program, the University may be obligated to make special allowances for such students. Special~~

~~allowances might include, but not be limited to, the following: permitting the student to complete his/her program by taking work in related departments; accepting more than the usual number of transfer hours; and accepting major work taken by correspondence from the University or other schools.~~

### **STAFF TERMINATIONS**

~~If the general plan approved by the Regents entails the terminations of staff, the appropriate executive officers, in consultation with the Directors of Personnel and the budget heads, will suggest a more specific staff termination plan.~~

~~The staff termination plan will be submitted for review to a committee appointed by the President from nominations submitted by the Staff Senate consisting of one representative from each of the following organizations:~~

- ~~➤ Employee Management Council~~
- ~~➤ Administrative Staff Conference~~
- ~~➤ Council of Administrative Officers~~
- ~~➤ Association of OU Professional Employees~~
- ~~➤ Managerial Staff Council~~

~~In addition to the above, the committee will include two representatives from the Staff Senate. The Equal Opportunity/Affirmative Action Officer will serve in an advisory capacity as an ex officio member of the committee. The Staff Senate will nominate twice the number of appointments and the President will select from the nominees. The committee will elect its chair.~~

~~The committee will review each suggested termination according to the criterion that its effect is substantially less detrimental to the institution's ability to fulfill its mission than would be other terminations. The committee will make recommendations to the executive officers responsible for the plan. Where there are unresolved differences between the executive officer and the committee, recommendations of the committee will be submitted to the President.~~

### **GUIDELINES FOR STAFF TERMINATIONS**

~~Should it become necessary to terminate staff for reasons of financial emergency, the following considerations should be made:~~

- ~~➤ Unless a substantial and serious imbalance in the quality of services provided would result, seniority should be respected to the extent possible.~~
- ~~➤ To the extent possible, alternatives other than termination should be considered:~~
  - ~~➤ Alternate employment in the University should be offered whenever possible.~~
  - ~~➤ Staff accepting alternate employment should not lose their priority to return to their original position within a three-year period as long as the staff member maintains an active file in the Office of Personnel Services.~~

- ~~➤ Terminated or transferred staff should be given priority when the University subsequently adds positions for which they are qualified within a three-year period as long as the staff member maintains an active file in the Office of Personnel Services.~~
- ~~➤ Terminations should be made in such a way as to assure compliance with the University's Affirmative Action guidelines.~~
- ~~➤ Each terminated staff member has the right to appeal his/her case through the regular Grievance Procedures as outlined in the University's *Staff Handbook*. (RM, 11-10-77, pp. 14718-24; 3-29-00, p. 26909)~~



## 4.22—INITIATIVES TO IMPROVE EFFECTIVE USE OF FUNDS ~~POLICY~~

The University ~~of Oklahoma~~ places a high priority on reducing administrative costs and directing money into teaching, libraries, and other academic programs. The University has realized significant success in these areas but is committed to continual progress. In some cases, the University can provide services at lower costs by adopting a single program for the entire University – the Norman Campus, the Health Sciences Center ~~Campus~~, and the Tulsa Campus. As appropriate and by mutual consent,<sup>7</sup> consideration will also be given to including Cameron University ~~and Rogers State University~~.

When a proposal for a contract, policy, or action that ~~possibly~~ might apply to multiple campuses is brought to the Board of Regents, the item will include a report of an analysis of the applicability to all campuses. When the analysis indicates benefits for including two or more campuses, the action will include either implementation at the campuses or a plan for extending the action to multiple campuses in a thoughtful and timely manner.

~~The President will conduct on-going studies of consolidating organizations and functions across campus and will, after receiving input, information from Presidents at Cameron University and Rogers State University, implement those ideas that promise benefits. The President will report to the Board of Regents at least once a year on progress.~~ (RM, 6-17-93, p. 23410)

## 4.23—UNIVERSITY GUIDE TO SERVICES

In addition to the policies approved by the Board of Regents as expressed in the *Regents' Policy Manual*, the President and/or his/~~or~~ her designee and the Vice Presidents for Administrative Affairs and/or ~~his/her~~ ~~their~~ designees are authorized to develop, disseminate, and ~~operationalize~~ ~~implement~~ other prudent financial and management ~~practices-procedures~~ and policies that, in their judgment, facilitate the effective administration of the University. Any such practices or policies are to be incorporated into the *University Guide to Services Manual*, *Administrative Affairs Guide to Services*, *Norman Campus*, and the *Policies and Procedures Manual of the University of Oklahoma Health Sciences Center*.

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<sup>1</sup> This seems excessive for the Regents Policy Manual. Better in Administrative Affairs manuals?

<sup>2</sup> This seems excessive for the Regents Policy Manual. Better in Class Bulletin?

<sup>3</sup> We recommend this Section 4.8.1 be moved to Section 5.5.

<sup>4</sup> Repeated above.

<sup>5</sup> This is not a policy. Omit?

<sup>6</sup> This paragraph is not a policy. Omit?

<sup>7</sup> Whose consent?