

REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA



MINUTES

REGULAR BOARD MEETING

April 12, 2019

**Embassy Suites Oklahoma City
Downtown/Medical Center
Everest Ballroom
Oklahoma City, Oklahoma**

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REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA

University
of
Central
Oklahoma

East
Central
University

Northeastern
State
University

Northwestern
Oklahoma
State
University

Southeastern
Oklahoma
State
University

Southwestern
Oklahoma
State
University

MEETING AGENDA

Embassy Suites Oklahoma City
Downtown/Medical Center
Everest Ballroom
Oklahoma City, Oklahoma
11:00 a.m.

- I. **ANNOUNCEMENT OF FILING MEETING NOTICE AND POSTING OF THE AGENDA IN ACCORDANCE WITH THE OPEN MEETING ACT**
- II. **CALL TO ORDER AND REGENTS' ROLL CALL**
 - A. **EXCUSE ABSENT REGENTS**
 - B. **INTRODUCTION OF GUESTS**
- III. **CHAIR'S REPORT-- Regent Mark Stansberry**
 - A. Status report on committee goals
 - B. Status report on mergers and Task Force Recommendations
 - C. Status report and update
- IV. **CONSENT DOCKET**
 - A. **MINUTES OF PREVIOUS MEETING**
 1. Approval of Minutes of Special Meeting, February 7, 2019
 2. Approval of Minutes of Regular Meeting, February 8, 2019

B. EDUCATIONAL EXCELLENCE COMMITTEE REPORT – Regent Connie Reilly

1. Southwestern Oklahoma State University

a. Program Modification Requests:

1. M.S. of Education in Art (064)
2. M.S. of Science in Health Informatics and information Management (162)

2. Southeastern Oklahoma State University

a. Program Modifications:

1. **Bachelor of Science in Health and Physical Education (021)** – Add graduation requirement: all required KIN courses must be completed with a grade of C or better for the major. No change in total hours.
2. **Bachelor of Science in Recreation (041)** – Add graduation requirement: all required KIN courses must be completed with a grade of C or better for the major. No change in total hours.
3. **Bachelor of Science in Health and Human Performance (115)** – Add graduation requirement: all required KIN courses must be completed with a grade of C or better for the major. No change in total hours.

3. Northwestern Oklahoma State University

a. Program Modifications:

1. **Program Modification, Program Requirement Change** – Bachelor of Social Work (036)
2. **Program Modification, Other Degree Program Modification** – Bachelor of Business Administration, Accounting (001) and Business Administration (007)

V. REPORT OF RUSO COMMITTEE PROCEEDINGS

A. EDUCATIONAL EXCELLENCE COMMITTEE – Regent Connie Reilly

Report of the Educational Excellence Committee, Friday, April 12, 2019, 9:00 a.m., Embassy Suites Oklahoma City Downtown/Medical Center, McGee Boardroom, Oklahoma City, Oklahoma.

1. UCO New program request:

a. Ph.D. in Applied Science

UCO will be seeking approval to offer a Ph.D. in Applied Science with options (majors) in Forensic Science, Computer Science, and Engineering Science (traditional delivery, main campus).

The Request for an Exception to Policy 3.2.4 will be provided per OSRHE established guidelines and timeframes.

2. UCO request for change in Academic Nomenclature.

UCO requests approval to change Department of Design within the College of Fine Arts and Design to School of Design

B. FACILITIES STEWARDSHIP COMMITTEE – Chair Connie Reilly

Report of the Facilities Stewardship Committee, Friday, April 12, 2019, 10:30 a.m., Embassy Suites Oklahoma City Downtown/Medical Center, McGee Boardroom, Oklahoma City, Oklahoma.

1. Southeastern Oklahoma State University

In accordance with Board policy 2.4, Public Construction and Improvement Projects, Southeastern Oklahoma State University is reporting the following projects:

a. Project Number: 660-0800—Durant Campus Deferred Maintenance

1. Visual and Performing Arts Center Roof Repair

Project Number: 660-0800

Amount: \$29,870

Source of Funding: E&G Deferred Maintenance

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Vendor: All Seasons Contracting

2. Fine Arts Flooring

Project Number: 660-0800

Amount: \$38,295

Source of Funding: E&G Deferred Maintenance

Vendor: Herron's Carpet One

3. Magnolia House Pavilion Repair

Project Number: 660-0800

Amount: \$49,991.65

Source of Funding: Donated Funds

Vendor: Redux Remodeling

b. Bloomer Gym Roof Repair

Project Number: 660-0316

Amount: \$64,375

Source of Funding: E&G Deferred Maintenance

Vendor: All Seasons Contracting

In accordance with Board policy 2.4, Public Construction and Improvement Projects, Southeastern Oklahoma State University is requesting approval to bid and award to the lowest and best possible candidate Construction Manager services for the following project:

a. Bloomer Sullivan Gymnasium Renovation

Project Number: 660-0316

Project Description: Bloomer Sullivan Gymnasium is approximately 14,000 square feet. This project will divide the space into 2 separate rooms by constructing a wall from floor to ceiling. The rooms will house a Volleyball competition/practice basketball gym of approximately 9500

MEETING AGENDA FOR APRIL 12, 2019

square feet and a strength and conditioning area of approximately 4500 square feet. Upgrades to the HVAC, lighting, scoreboards, painting, entry/exits and court floor will be included in this project.

Amount: \$500,000 estimated

Source of Funding: Auxiliary, Donated Funds, E&G Deferred Maintenance

Vendor: To Be Determined

In accordance with Board policy 2.3.4, Purchases exceeding \$150,000, Southeastern Oklahoma State University is requesting approval to purchase the following items:

a. Strength & Conditioning Equipment

The equipment will include traditional weight room equipment to be utilized by the SE student community. The strength and conditioning weight room equipment will be housed in the newly renovated strength and conditioning area of approximately 4500 square feet.

Project Number: 660-0316

Project Description: Bloomer Sullivan Gymnasium

Amount: Not to exceed \$225,000

Source of Funding: Auxiliary & Donated Funds

Vendor: To Be Determined

2. University of Central Oklahoma

a. Annual Campus Capital Master Plan

Request approval of the Fiscal Year 2020 Campus Master Plan for Capital Improvements projects to forward to the Oklahoma State Regents for Higher Education for approval and forward to the State Long Range Planning Commission. Refer to the attached Long Range Capital Planning Commission Agency Summary by Priority for Fiscal Years 2021 to 2025.

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b. Project #120-0047 Max Chambers Library Renovation Misc.

Project Description: Request approval to make ADA improvements, in an amount not to exceed \$200,000, to both men's and women's restrooms on the south side of the first floor of the Chambers Library.

Requested Funding Approval: \$200,000

Budget Breakdown: \$200,000 Construction

Job Order Contractor: NA

Congruent with Facility Master Plan or Strategic Plan?: Yes

Revenue Sources: Library Reserve Deferred Maintenance Fee Funds

c. On Call Construction Manager(s) at Risk for Minor Projects

Project Description: Request approval to select Construction Managers at Risk for specific use in minor projects, project costs ranging from a few thousand dollars up to \$1,000,000. The following Construction Managers were selected from those that were registered with the State to provide minor services:

1. Lingo Construction Services, Inc.
2. Lippert Bros. Construction, Inc.
3. Red Sky Contractors, Inc.
4. JE Dunn Construction, Inc.

At this time, UCO desires to select and utilize these firms to provide Construction Manager professional services as well as provide Construction Manager at Risk construction services for bidding and construction of minor projects. These firms will be offered an initial one-year contract term with option for renewal of contracts on an annual basis for up to five years.

Information Items:

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a. Project # 120-0032 Sports Complex Improvements (SPC Phase 1)

Project Description: Final completion and closeout of construction contract with JE Dunn for the Sports Performance Center Phase 1 on January 25, 2019. Total construction contract cost in the amount of \$11,568,787. The total project cost, including non-construction costs, is within the approved amount of \$14,000,000.

b. Project # 120-0008 Liberal Arts Renovation & Addition

Project Description: Change Order # 4 in the amount of \$24,818 to Lippert Bros., Inc., for Liberal Arts Renovation & Addition, was issued to include additional millwork, modification to elevator enclosure, and additional light fixtures.

c. Project # 120-0094 New Math Science/Lab Building (STEM)

Project Description: Change Order # 32 in the amount of \$21,622 to Lippert Bros Inc., for New Math Science/Lab Building (STEM), was issued to include additional window shades, revised curtains at nursing lab, and power to exterior emergency phone.

d. Project # 120-1090 New Dining Center

Project Description: Change Orders # 3 and # 4 was issued to Lingo Construction Services, Inc. to include cost deductions and additions for the following items:

1. Change Order # 3 in the amount of \$16,884 was issued to include the cost deduct for the detention pond removal and additional cost for raising grades along Ayers Street.
2. Change Order # 4 in the amount of \$23,161 was issued to include cost deducts for Ayers Street storm improvement allowance and checkered plate at walks, and additional costs for storm sewer modifications and site paving additions.

e. Project # 120-0079 Business Building Renovation and Additions

Project Description: As previously approved by the Board at their April 13, 2018 meeting, awarded contract to Timberlake Construction Inc., Construction Manager at Risk for Multiple Projects, in the amount of \$394,203 for Business Restroom Improvements Phase 2, renovation of first and second floor restrooms, south side.

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f. Miscellaneous Job Order Contract Contracts

Completed Contracts over \$25,000 and less than \$250,000:

Project Description: Awarded to Alpha Building Corporation for the Academy of Contemporary Music ADA restroom remodel, fourth floor.

Fund	Source:
E&G.....	\$88,032

Project Description: Awarded to Alpha Building Corporation for Chambers Library 100, 101 and 101A renovations.

Fund	Source:	Library
Fees.....	\$36,558	

Project Description: Awarded to Alpha Building Corporation for NUC room 121 and 124, One Stop Renovation.

Fund Source: E&G and Vending
Royalties.....\$97,769

g. Annual Renewal for Construction Manager at Risk for Multiple Projects

Timberlake Construction, Inc. is currently the Construction Manager at Risk for Multiple Projects for work not to exceed \$5,000,000 per project based upon prior Board approval on January 29, 2016. The annual renewal of the Construction Manager at Risk for Multiple Projects was sent to Timberlake Construction Inc., on March 12, 2019. This will be the third annual renewal, for the fourth year term of Timberlake Construction Inc. as Construction Manager at Risk for Multiple Projects.

C. AUDIT & FINANCE COMMITTEE—Regent Susan Winchester

Report of the Audit and Finance Committee, Friday, April 12, 2019, 9:30 a.m., Embassy Suites Oklahoma City Downtown/Medical Center, McGee Boardroom, Oklahoma City, Oklahoma.

1. Discussion and possible action regarding Sources and Uses of Funds Reports.
2. Discussion and possible action regarding the selection of an external auditing firm for 2019-2023.

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3. In accordance with Board policy 2.1.2, Budget Submission and Approval, Southeastern Oklahoma State University is requesting to amend the following FY 2019 budgets as indicated below.
 - a. Education and General Part I, Fund 290 increase of \$3,990,000 from \$46,614,068 to \$50,604,068.
 - b. Auxiliary, Fund 700 increase of \$19,430,000 from \$68,044,431 to \$87,474,431.

University enrollment has increased by over 12%. Initial tuition revenue projections were conservative and based on a slight increase in enrollment for FY 2019. In order to allow for the additional revenue and related expenses including financial aid processing, E&G and Auxiliary budgets need to be revised.

D. SYSTEM ADVANCEMENT COMMITTEE—Chair, Regent Susan Winchester

1. Legislative update.
2. Discussion regarding raising the tuition waiver cap.
3. Discussion regarding RUSO newsletter.
4. National Political Landscape Overview, AASCU Senior Communicators Conference—Dr. Mark Kinders, Vice President of Public Affairs, University of Central Oklahoma

E. PERSONNEL COMMITTEE—Chair, Regent Jane McDermott

1. Ratification of emergency approval to appoint Dr. Bryon Clark as acting president of Southeastern Oklahoma State University and to increase his annual compensation while serving as acting president.

F. POLICY AND PROCEDURES COMMITTEE—Chair, Regent Lake Carpenter

Report of the Policy and Procedures Committee, Friday, April 12, 2019, 10:00 a.m., Embassy Suites Oklahoma City Downtown/Medical Center, McGee Boardroom, Oklahoma City, Oklahoma.

1. Discussion and possible approval of revisions to Policy 1.24.2 of the RUSO Policy Manual.

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2. Discussion and possible approval of revisions to Chapter 3 of the RUSO Policy Manual.
3. Discussion and possible approval of revisions to Policy 5.4.3 of the RUSO Policy Manual.
4. Request approval of UCO retirement policy.

G. PENSION COMMITTEE—Chair, Patti Neuhold

1. Approval of 403(b) Plan Document and Adoption Agreement 002.

VI. INFORMATIONAL PRESENTATION—Bradley Ward, Director, Veteran Education, Oklahoma Department of Veterans Affairs—The Oklahoma GI Bill Research Study

VII. PRESIDENTS' RECOMMENDATIONS

A. NORTHEASTERN STATE UNIVERSITY

1. Personnel

2. Room and Board Rates:

Northeastern State University is recommending the following, regarding room and board rates for the 2019-2020 academic year. Room rates are being proposed to increase by an average of 1.6% to fund deferred maintenance needs. Meal plan increases are being proposed to offset increasing costs from our food service provider, as reflected in the contract extension signed in 2017. The board rate increases being proposed average a 3.4% increase. The increases are intended to begin in the fall 2019 semester.

Residence Hall Rates		FY19	Proposed FY20
Cobb Hall	4 person	\$2,200	\$2,250
	2 person	\$2,500	\$2,500
	1 person	\$2,950	\$2,950

Residence Hall Rates		FY19	Proposed FY20
Leoser Hall	2 person	\$1,550	\$1,600
	1 person	\$2,100	\$2,150

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Seminary Suites	4 person	\$2,500	\$2,550
	2 person	\$2,900	\$2,950
Wyly Hall	2 person	\$1,750	\$1,800
	1 person	\$2,200	\$2,300

Courtside

Single & Multiple Student Rates

FY19

Proposed

FY20

Courtside Married/Family	1-bdrm	\$3,150	\$3,150
	2-bdrm	\$3,650	\$3,650
	3-bdrm	\$4,000	\$4,000
Upperclassmen	1bdrm/1 student	\$3,150	\$3,150
	1bdrm/2 students	\$2,360	\$2,360
	2 bdrm/2 students	\$2,650	\$2,650
	2 bdrm/2 students/single bdrm	\$2,300	\$2,300
	2 bdrm/3 students/double bdrm	\$2,000	\$2,000
	3 bdrm/3 students	\$2,500	\$2,500
	3 bdrm/4 students/single bdrm	\$2,150	\$2,150
	3 bdrm/4 students/double bdrm	\$1,850	\$1,850

Meal Plan Rates

Actual FY19

Proposed FY20

17 meals per week +\$150 Flex Per Semester	\$2,000.00	\$2,070.00
15 meals per week +\$200 Flex Per Semester	\$1,975.00	\$2,045.00
12 meals per week +\$200 Flex Per Semester	\$1,925.00	\$1,990.00
10 meals per week +\$350 Flex Per Semester	\$1,890.00	\$1,955.00
8 meals per week +\$175 Flex Per Semester	\$1,450.00	\$1,500.00
Block 150 +\$75 Flex Per Semester	\$1,425.00	\$1,475.00

Meal Plan Rates

Actual FY19

Proposed FY20

Block 25 +\$75 Flex Per Semester	\$ 305.00	\$ 315.00
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Block 50 +\$75	\$ 515.00	\$ 530.00
Flex Per Semester		

Block 80 +\$100	\$ 750.00	\$ 775.00
Flex Per Semester		

4. Grants and Contracts

Total grants and contracts: \$ 11,957.00

B. EAST CENTRAL UNIVERSITY

1. Personnel

2. Academic Service Fees

REQUEST:

- East Central University requests approval to change the description of the new combined online/alternative delivery fee to clarify how this fee is used, fees were approved at the February 2019 meeting.

CHANGE:

Name of Fee	Assessed	Fee \$ Proposed	New Revenue FY20	Total Revenue FY 20
Online/Alternative Delivery Fee (UG) <i>(replaces Off campus and online fees)</i>	Per Credit Hour	76.00	0	1,083,661
	All UG courses delivered with an alternative delivery method including web, off-campus, online, etc.			
	New: Support the cost of delivering courses online and by alternate delivery (e.g. software/technology upgrades and maintenance, curriculum & program development costs, faculty stipends and training, Quality Matters, Center for Teaching and Learning, Instructional Designers, support services, etc.). Previously approved: Software and Technology Upgrades and Maintenance, (Blackboard LMS). Curriculum and program development costs, faculty stipends and training, Quality Matters, Center for Teaching and Learning, Instructional Designers.			
Online/Alternative Delivery Fee (G) <i>(replaces Off</i>	Per Credit Hour	79.50	0	487,041
	All G courses delivered with an alternative delivery method including web, off-campus, online, etc.			

MEETING AGENDA FOR APRIL 12, 2019

<i>campus and online fees)</i>	<p>New: Support the cost of delivering courses online and by alternate delivery (e.g. software/technology upgrades and maintenance, curriculum & program development costs, faculty stipends and training, Quality Matters, Center for Teaching and Learning, Instructional Designers, support services, etc.).</p> <p>Previously approved: Software and Technology Upgrades and Maintenance, (Blackboard LMS). Curriculum and program development costs, faculty stipends and training, Quality Matters, Center for Teaching and Learning, Instructional Designers.</p>
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3. Grants & Contracts

Total grants and contracts: \$ 0.00

C. UNIVERSITY OF CENTRAL OKLAHOMA

1. Personnel

2. Grants and Contracts

Total grants and contracts: \$ 75,000.00

3. Purchases for approval:

- a. The College of Mathematics & Science Chemistry Department requests approval to obligate funds for FY19 for the purchase of a NanoBay Avance Neo 400 MHz High Performance Digital Nuclear Magnetic Resonance (NMR). This ACS certified piece of equipment is a department requirement, and will replace the current model.

Source: Course Fee Colleges/Departments\$327,900.00

- b. The Office of Information Technology requests approval to obligate funds for FY20 for annual hardware and software licenses and maintenance as follows:

Blackboard Transact

Source: E&G.....\$170,000.00

Desire2Learn (D2L Learning Management)

Source: E&G.....\$379,000.00

Ellucian

Source: E&G.....\$605,000.00

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Gartner
Source: E&G.....\$245,000.00

Microsoft EES
Source: E&G.....\$175,000.00

Oracle
Source: E&G.....\$302,000.00

- c. The Office of Information Technology requests approval to obligate funds for the SMARTnet annual enterprise agreement for technology infrastructure to take place over 6 years through the vendor Presidio.

FY19
Source: Fiscal Operations.....\$743,753.58

FY20
Source: Fiscal
Operations.....\$2,362,051.36

FY21
Source: Fiscal
Operations.....\$2,362,051.36

FY22
Source: Fiscal
Operations.....\$2,362,051.36

FY23
Source: Fiscal
Operations.....\$2,362,051.36

FY24
Source: Fiscal
Operations.....\$1,618,297.78

- d. University of Central Oklahoma requests approval to obligate funds up to \$220,000 for the purchase of an annuity to fully fund the plan titled Retirement Plan of the President of the University of Central Oklahoma. The purchase of an annuity is required by the plan document. This will fully fund the plan as well as pay the administrative expenses to pay the taxes for the life of the plan. Current assets in trust equal approximately \$1,000,000 as of March 2019.

Source: E&G.....\$220,000.00

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4. Informational Items from Purchasing:

- a. Swansea University
Source: E&G\$52,759.28
- b. Anthony Spencer
Source: E&G.....\$50,881.00
- c. Ellucian Company LP
Source: E&G\$60,065.00
- d. Central Tech Store
Source: Course Fee Colleges/Department\$50,160.00
- e. Workspace Solutions LLC
Source: E&G\$95,318.07

5. Ratification of Emergency Approval:

Emergency approval was requested by President Don Betz and granted by Chairman Mark Stansberry on February 15 to obligate funds for the purchase and implementation of a comprehensive human resources solution from the vendor Paycom. This solution will have an initial implementation cost of \$150,643 and an annual cost of \$450,000 with projected financial and time savings of \$900,000 each year.

Source: E&G.....\$600,643.00

D. SOUTHWESTERN OKLAHOMA STATE UNIVERSITY

- 1. Personnel
- 2. Grants and Contracts

Total grants and contracts: \$ 52,510.00

3. President's Recommendation:

SWOSU is requesting approval of their new mission statement:

SWOSU PATHWAY TO EXCELLENCE **Strategic Plan**

Mission Statement:

Southwestern Oklahoma State University supports students and community through its integration of effective teaching, scholarly and creative endeavors, and civic engagement.

Values Statement:

In pursuing the university's mission, SWOSU faculty and staff are guided by a shared commitment to:

- 1) **students**, by providing high-quality instruction, involvement, services, scholarly endeavors, creative activities, and service learning.
- 2) **achievement**, by establishing a foundation for student success.
- 3) **knowledge**, by pursuing the exchange of ideas, research, and leadership for the public good.
- 4) **respect**, by fostering a safe, healthy, and diverse intellectual, cultural, and social environment that encourages emotional well-being.

Vision Statement:

SWOSU will foster an inclusive environment that inspires intellectual excellence, responsible citizenship, professional development, and personal growth.

Strategic Plan Goals:

Goal 1: Cultivate effective methods to attract, develop, and retain students.

Goal 2: Promote student achievement of educational and professional goals.

Goal 3: Provide stewardship of resources necessary to operate excellent programs and services.

Goal 4: Foster quality programs that meet the needs of students and the local, state, national, and global community.

4. **Approval of Resolution Honoring Lady Bulldogs' Historic Season.**

E. SOUTHEASTERN OKLAHOMA STATE UNIVERSITY

1. **Personnel**
2. **Notice of Grant Awards**

Total grants and contracts: \$ 1,476,511.00

F. NORTHWESTERN OKLAHOMA STATE UNIVERSITY

1. Personnel

2. Purchases:

The following purchases are being made in accordance with Board Policy (over \$50,000 and under \$150,000):

- a. Bus and driver expenses associated with University-owned buses; Midwest Bus Sales, Inc., Bonner Springs, Kansas, at a cost of \$70,000. (Fund 290, E&G Funds)

3. Grants & Contracts

Total grants and contracts: \$ 13,500.00

VIII. PRESIDENTS' COUNCIL REPORT

IX. EXECUTIVE DIRECTOR'S REPORT – Sheridan McCaffree

- 1. Quarterly Reports.

X. ELECTION OF OFFICERS FOR FY 2020

XI. REGENTS' COMMENTS AND ANNOUNCEMENTS

XII. NEW BUSINESS

XIII. EXECUTIVE SESSION

A. Action to convene in Executive Session pursuant to 25 O. S. §307 (B) (1) to discuss the following:

- 1. Discussion of the employment of the President of East Central University.

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B. Pursuant to 25 O.S. Section 307 (B) (4) to discuss the following:

1. Confidential communications with legal counsel concerning all pending claims or actions and litigation.

XIV. RECONVENE IN PUBLIC SESSION

- A. Possible action regarding the employment of the President of East Central University.
- B. Possible action regarding confidential communications with legal counsel concerning all pending claims or actions and litigation.

XV. ADJOURNMENT



REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA

University
of
Central
Oklahoma

East
Central
University

Northeastern
State
University

Northwestern
Oklahoma
State
University

Southeastern
Oklahoma
State
University

Southwestern
Oklahoma
State
University

MEETING MINUTES

Embassy Suites Oklahoma City
Downtown/Medical Center
Everest Ballroom
Oklahoma City, Oklahoma
11:29 a.m.

I. ANNOUNCEMENT OF FILING MEETING NOTICE AND POSTING OF THE AGENDA IN ACCORDANCE WITH THE OPEN MEETING ACT

The Board of Regents of the Regional University System of Oklahoma met in regular session at 11:29 a.m., on April 12, 2019, at the Embassy Suites Downtown/Medical Center, Everest Ballroom, Oklahoma City, Oklahoma. Notice of the regular meeting had been properly filed with the Secretary of State, April 2, 2019 and a copy of the Agenda posted by 11:00 a.m., April 11, 2019 in compliance with the Open Meeting Act.

II. CALL TO ORDER AND REGENTS' ROLL CALL

Chairman Stansberry called the meeting to order. Roll call established the presence of a quorum with 6 Regents present.

Susan Winchester, Regent, Position 1
Jeffrey T. Dunn, Regent, Position 2
Lake Carpenter, Regent, Position 3
Connie Reilly, Secretary, Position 5
Jane McDermott, Regent, Position 6
Mark Stansberry, Chair, Position 8

A. EXCUSE ABSENT REGENTS

Regent Winchester made the motion, seconded by Regent Dunn to excuse Regent Gary Parker, Regent Amy Anne Ford, and Regent Joy Hofmeister from the meeting.

3555 NW 58th Street, Suite 320, Oklahoma City, Oklahoma 73112
Phone: (405) 942-8817 Fax: (405) 942-8847

Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, and Stansberry

Voting against the motion: none

B. INTRODUCTION OF GUESTS

University Presidents

Don Betz, President, University of Central Oklahoma, Edmond, Oklahoma

Randy Beutler, President, Southwestern Oklahoma State University, Weatherford, Oklahoma

Bryon Clark for Sean Burrage, Acting President, Southeastern Oklahoma State University, Durant, Oklahoma

Janet Cunningham, President, Northwestern Oklahoma State University, Alva, Oklahoma

Katriccia Pierson, President, East Central University, Ada, Oklahoma

Steve Turner, President, Northeastern State University, Tahlequah, Oklahoma

Regional University System of Oklahoma Administrative Staff

Sheridan McCaffree, Executive Director

Nancy Gerrity, Assistant General Counsel

Priya Desai, Executive Assistant

Others in Attendance

John Barthell, Provost and Vice President of Academic Affairs, University of Central Oklahoma, Edmond, Oklahoma

Doug Brown, Presidio Network Solutions

Brenda Burgess, Vice President for Administration and Finance, Southwestern Oklahoma State University, Weatherford, Oklahoma

Wei Chen, Dean of College of Mathematics and Science, University of Central Oklahoma, Edmond, Oklahoma

Shane Faulkner, Oklahoma Department of Veterans Affairs, Oklahoma City, Oklahoma

Kevin Freeman, Vice President of Operations, University of Central Oklahoma, Edmond, Oklahoma

Amy Johnson, Professor, University of Central Oklahoma, Edmond, Oklahoma

Carlos Johnson, BKD, Oklahoma City, Oklahoma

Jessica Kilby, Vice President of Administration and Finance, East Central University, Ada, Oklahoma

Mark Kinders, Vice President of Public Affairs, University of Central Oklahoma, Edmond, Oklahoma
Patti Neuhold, Vice President for Finance, University of Central Oklahoma, Edmond, Oklahoma
David Pecha, Vice President for Administration, Northwestern Oklahoma State University, Alva, Oklahoma
Charlotte Simmons, Associate Vice President of Academic Affairs, University of Central Oklahoma, Edmond, Oklahoma
Katie Standlee, UCO reporter for The Vista, University of Central Oklahoma, Edmond, Oklahoma
John Taylor, CISCO
Bradley Ward, Director of Veteran Education, Oklahoma Department of Veterans Affairs, Oklahoma City, Oklahoma
Dennis Westman, Vice President for Business Affairs, Southeastern Oklahoma State University, Durant, Oklahoma

III. CHAIR'S REPORT-- Regent Mark Stansberry

A. Status report on committee goals

Regent Stansberry reported that the committee goals that were originally established in for FY 2018 have been substantially accomplished in the last two years. Regent Stansberry thanked each committee chair for their diligent efforts and encouraged each committee to revisit their goals and create new goals annually.

B. Status report on mergers and Task Force Recommendations

Regent Stansberry reported that many colleges in the state have a single institutional governing board and have been strongly encouraged to change their governance to a constitutional board—OU, OSU, or RUSO. RUSO has been contacted by several institutions and has had face-to-face meetings with some of them. All of the meetings have been cordial and productive and RUSO as well as these colleges will continue to exercise due diligence in these matters and will report to the Board when ready to enter into a memorandum of understanding or other agreement.

C. Status report and update

Regent Stansberry reported that RUSO is working on a May 3, 2019 meeting with Governor Stitt at UCO and will keep the Board posted on any new developments.

IV. CONSENT DOCKET

A. Regent McDermott made the motion, seconded by Regent Reilly to approve all of the items on the Consent Docket:

A. MINUTES OF PREVIOUS MEETING

1. Approval of Minutes of Special Meeting, February 7, 2019
2. Approval of Minutes of Regular Meeting, February 8, 2019

B. EDUCATIONAL EXCELLENCE COMMITTEE REPORT – Regent Connie Reilly (Attachment A, Pages 47-80)

1. Southwestern Oklahoma State University (Page 47)

a. Program Modification Requests:

1. M.S. of Education in Art (064)
2. M.S. of Science in Health Informatics and information Management (162)

2. Southeastern Oklahoma State University (Page 48)

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1. **Bachelor of Science in Health and Physical Education (021)** – Add graduation requirement: all required KIN courses must be completed with a grade of C or better for the major. No change in total hours.
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3. Northwestern Oklahoma State University (Page 49)

a. Program Modifications:

1. Program Modification, Program Requirement Change – Bachelor of Social Work (036)
2. Program Modification, Other Degree Program Modification – Bachelor of Business Administration, Accounting (001) and Business Administration (007)

Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, and Stansberry

Voting against the motion: none

V. REPORT OF RUSO COMMITTEE PROCEEDINGS

A. EDUCATIONAL EXCELLENCE COMMITTEE – Regent Connie Reilly

Report of the Educational Excellence Committee, Friday, April 12, 2019, 9:00 a.m., Embassy Suites Oklahoma City Downtown/Medical Center, McGee Boardroom, Oklahoma City, Oklahoma. (Attachment A, Pages 50-80)

1. UCO New program request: (Pages 50-78)

a. Ph.D. in Applied Science

UCO will be seeking approval to offer a Ph.D. in Applied Science with options (majors) in Forensic Science, Computer Science, and Engineering Science (traditional delivery, main campus).

The Request for an Exception to Policy 3.2.4 will be provided per OSRHE established guidelines and timeframes.

Regent Reilly reported that a thorough presentation was provided by Dr. Wei Chen and other UCO officials about the request which allows UCO to join NSU, SWOSU, and NWOSU in offering a doctoral level degree.

Regent Reilly made the motion, seconded by Regent Winchester to approve UCO's New Program Request to offer a Ph.D. in Applied Science with options (majors) in Forensic

Science, Computer Science, and Engineering Science (traditional delivery, main campus).

Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, and Stansberry

Voting against the motion: none

2. **UCO request for change in Academic Nomenclature.** (Pages 79-80)

UCO requests approval to change Department of Design within the College of Fine Arts and Design to School of Design

Amy Johnson, Department Chair, made a presentation to the committee and responded to questions from the Regents.

Regent Reilly made the motion, seconded by Regent Winchester to approve UCO's request to change the Department of Design within the College of Fine Arts and Design to School of Design.

Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, and Stansberry

Voting against the motion: none

B. FACILITIES STEWARDSHIP COMMITTEE – Chair Connie Reilly

Report of the Facilities Stewardship Committee, Friday, April 12, 2019, 10:30 a.m., Embassy Suites Oklahoma City Downtown/Medical Center, McGee Boardroom, Oklahoma City, Oklahoma. (Attachment B, Pages 81-92)

Regent Reilly made the motion, seconded by Regent Dunn to approve the following Facilities Stewardship requests as listed below:

1. **Southeastern Oklahoma State University** (pages 81-82)

In accordance with Board policy 2.4, Public Construction and Improvement Projects, Southeastern Oklahoma State University is reporting the following projects:

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a. Project Number: 660-0800—Durant Campus Deferred Maintenance

1. Visual and Performing Arts Center Roof Repair

Project Number: 660-0800

Amount: \$29,870

Source of Funding: E&G Deferred Maintenance

Vendor: All Seasons Contracting

2. Fine Arts Flooring

Project Number: 660-0800

Amount: \$38,295

Source of Funding: E&G Deferred Maintenance

Vendor: Herron's Carpet One

3. Magnolia House Pavilion Repair

Project Number: 660-0800

Amount: \$49,991.65

Source of Funding: Donated Funds

Vendor: Redux Remodeling

b. Bloomer Gym Roof Repair

Project Number: 660-0316

Amount: \$64,375

Source of Funding: E&G Deferred Maintenance

Vendor: All Seasons Contracting

In accordance with Board policy 2.4, Public Construction and Improvement Projects, Southeastern Oklahoma State University is

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requesting approval to bid and award to the lowest and best possible candidate Construction Manager services for the following project:

a. Bloomer Sullivan Gymnasium Renovation

Project Number: 660-0316

Project Description: Bloomer Sullivan Gymnasium is approximately 14,000 square feet. This project will divide the space into 2 separate rooms by constructing a wall from floor to ceiling. The rooms will house a Volleyball competition/practice basketball gym of approximately 9500 square feet and a strength and conditioning area of approximately 4500 square feet. Upgrades to the HVAC, lighting, scoreboards, painting, entry/exits and court floor will be included in this project.

Amount: \$500,000 estimated

Source of Funding: Auxiliary, Donated Funds, E&G Deferred Maintenance

Vendor: To Be Determined

In accordance with Board policy 2.3.4, Purchases exceeding \$150,000, Southeastern Oklahoma State University is requesting approval to purchase the following items:

a. Strength & Conditioning Equipment

The equipment will include traditional weight room equipment to be utilized by the SE student community. The strength and conditioning weight room equipment will be housed in the newly renovated strength and conditioning area of approximately 4500 square feet.

Project Number: 660-0316

Project Description: Bloomer Sullivan Gymnasium

Amount: Not to exceed \$225,000

Source of Funding: Auxiliary & Donated Funds

Vendor: To Be Determined

2. University of Central Oklahoma (pages 83-92)

a. **Annual Campus Capital Master Plan**

Request approval of the Fiscal Year 2020 Campus Master Plan for Capital Improvements projects to forward to the Oklahoma State Regents for Higher Education for approval and forward to the State Long Range Planning Commission. Refer to the attached Long Range Capital Planning Commission Agency Summary by Priority for Fiscal Years 2021 to 2025.

b. **Project #120-0047 Max Chambers Library Renovation Misc.**

Project Description: Request approval to make ADA improvements, in an amount not to exceed \$200,000, to both men's and women's restrooms on the south side of the first floor of the Chambers Library.

Requested Funding Approval: \$200,000

Budget Breakdown: \$200,000 Construction

Job Order Contractor: NA

Congruent with Facility Master Plan or Strategic Plan?: Yes

Revenue Sources: Library Reserve Deferred Maintenance Fee Funds

c. **On Call Construction Manager(s) at Risk for Minor Projects**

Project Description: Request approval to select Construction Managers at Risk for specific use in minor projects, project costs ranging from a few thousand dollars up to \$1,000,000. The following Construction Managers were selected from those that were registered with the State to provide minor services:

1. Lingo Construction Services, Inc.
2. Lippert Bros. Construction, Inc.
3. Red Sky Contractors, Inc.
4. JE Dunn Construction, Inc.

At this time, UCO desires to select and utilize these firms to provide Construction Manager professional services as well as provide Construction Manager at Risk construction services for bidding and construction of minor projects. These firms will be offered an initial one-year contract term with option for renewal of contracts on an annual basis for up to five years.

Information Items:

a. Project # 120-0032 Sports Complex Improvements (SPC Phase 1)

Project Description: Final completion and closeout of construction contract with JE Dunn for the Sports Performance Center Phase 1 on January 25, 2019. Total construction contract cost in the amount of \$11,568,787. The total project cost, including non-construction costs, is within the approved amount of \$14,000,000.

b. Project # 120-0008 Liberal Arts Renovation & Addition

Project Description: Change Order # 4 in the amount of \$24,818 to Lippert Bros., Inc., for Liberal Arts Renovation & Addition, was issued to include additional millwork, modification to elevator enclosure, and additional light fixtures.

c. Project # 120-0094 New Math Science/Lab Building (STEM)

Project Description: Change Order # 32 in the amount of \$21,622 to Lippert Bros Inc., for New Math Science/Lab Building (STEM), was issued to include additional window shades, revised curtains at nursing lab, and power to exterior emergency phone.

d. Project # 120-1090 New Dining Center

Project Description: Change Orders # 3 and # 4 was issued to Lingo Construction Services, Inc. to include cost deductions and additions for the following items:

1. Change Order # 3 in the amount of \$16,884 was issued to include the cost deduct for the detention pond removal and additional cost for raising grades along Ayers Street.
2. Change Order # 4 in the amount of \$23,161 was issued to include cost deducts for Ayers Street storm improvement allowance and checkered plate at walks, and additional costs for storm sewer modifications and site paving additions.

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e. Project # 120-0079 Business Building Renovation and Additions

Project Description: As previously approved by the Board at their April 13, 2018 meeting, awarded contract to Timberlake Construction Inc., Construction Manager at Risk for Multiple Projects, in the amount of \$394,203 for Business Restroom Improvements Phase 2, renovation of first and second floor restrooms, south side.

f. Miscellaneous Job Order Contract Contracts

Completed Contracts over \$25,000 and less than \$250,000:

Project Description: Awarded to Alpha Building Corporation for the Academy of Contemporary Music ADA restroom remodel, fourth floor.

Fund	Source:
E&G.....	\$88,032

Project Description: Awarded to Alpha Building Corporation for Chambers Library 100, 101 and 101A renovations.

Fund	Source:	Library
Fees.....	\$36,558	

Project Description: Awarded to Alpha Building Corporation for NUC room 121 and 124, One Stop Renovation.

Fund Source: E&G and Vending
Royalties.....
\$97,769

g. Annual Renewal for Construction Manager at Risk for Multiple Projects

Timberlake Construction, Inc. is currently the Construction Manager at Risk for Multiple Projects for work not to exceed \$5,000,000 per project based upon prior Board approval on January 29, 2016. The annual renewal of the Construction Manager at Risk for Multiple Projects was sent to Timberlake Construction Inc., on March 12, 2019. This will be the third annual renewal, for the fourth year term of Timberlake Construction Inc. as Construction Manager at Risk for Multiple Projects.

Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, and Stansberry

Voting against the motion: none

C. AUDIT & FINANCE COMMITTEE–Regent Susan Winchester

Report of the Audit and Finance Committee, Friday, April 12, 2019, 9:30 a.m., Embassy Suites Oklahoma City Downtown/Medical Center, McGee Boardroom, Oklahoma City, Oklahoma. (Attachment C, Pages 93-96)

1. Discussion and possible action regarding Sources and Uses of Funds Reports.

The Committee discussed the February 28, 2019 Sources and Uses of Funds reports. The Committee appreciates the universities submitting these in a timely manner.

2. Discussion and possible action regarding the selection of an external auditing firm for 2019-2023.

The Business Officers and Ms. McCaffree administered an RFP process for the selection of a new external auditor as RUSO is required by statute to do every five years.

Four proposals were received. The Business Officers and Ms. McCaffree unanimously recommend Hinkle and Company which submitted the lowest proposal of just under \$1.4 million. They did significant due diligence about the firms capability and timeliness.

Regent Winchester made the motion, seconded by Regent Dunn to award a contract for external auditing services for FY 2019-2023 to Hinkle & Company.

Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, and Stansberry

Voting against the motion: none

3. In accordance with Board policy 2.1.2, Budget Submission and Approval, Southeastern Oklahoma State University is requesting to amend the following FY 2019 budgets as indicated below.
 - a. Education and General Part I, Fund 290 increase of \$3,990,000 from \$46,614,068 to \$50,604,068.
 - b. Auxiliary, Fund 700 increase of \$19,430,000 from \$68,044,431 to \$87,474,431.

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University enrollment has increased by over 12%. Initial tuition revenue projections were conservative and based on a slight increase in enrollment for FY 2019. In order to allow for the additional revenue and related expenses including financial aid processing, E&G and Auxiliary budgets need to be revised.

Regent Winchester made the motion, seconded by Regent Reilly to approve SE's budget revision request due to significant increase in enrollment and student credit hour production.

Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, and Stansberry

Voting against the motion: none

D. SYSTEM ADVANCEMENT COMMITTEE—Chair, Regent Susan Winchester

1. Legislative update.

Regent Winchester provided a brief status report of pending bills and appropriations.

Regent Dunn left the meeting at 12:07 p.m.

2. Discussion regarding raising the tuition waiver cap.

Regent Winchester reported that the State Regents Policy (4.18.5.A.2) has set the tuition waiver cap at 3.5% of E and G part 1 budgets since 2004. Increasing the cap would give all Oklahoma universities more flexibility in offering grant aid to meritorious students or students who need financial assistance. Any increase would be beneficial toward increasing enrollment. A 9% increase was recommended.

Regent Winchester made the motion, seconded by Regent Reilly to write a letter to the Oklahoma State Regents for Higher Education requesting an increase of the 3.5 % tuition waiver cap to 9%.

Voting for the motion: Regents Winchester, Carpenter, Reilly, McDermott, and Stansberry

Voting against the motion: none

3. Discussion regarding RUSO newsletter.

The RUSO newsletter was sent to all RUSO employees on Sunday, March 24, which was the weekend following Spring Break for most employees. The newsletter continues to exceed the industry average by nearly 200% in the rate of people who open the email. The newsletter is about average in the rate that people click on a story. Top links are student success stories – the newsletter featured Lisa Johnson Billy and Chad Richison, which are on the RUSO website.

Regent Winchester reported that the RUSO has doubled Facebook fans to 92. She requested that Regents and Presidents “like” RUSO on Facebook if they haven’t already. RUSO now has 76 Twitter followers, up from 46 in October. RUSO has posted 61 Facebook updates and 57 tweets since October.

4. National Political Landscape Overview, AASCU Senior Communicators Conference—Dr. Mark Kinders, Vice President of Public Affairs, University of Central Oklahoma

Dr. Kinders provided an overview of the state and national policy issues affecting higher education as well as party polarization in public perception of higher education.

Chair Stansberry declared a lunch break at 12:11 p.m.

Regent Dunn returned to the meeting at 12:31 p.m.

The meeting resumed at 12:33 p.m.

The order of the agenda changed.

VI. INFORMATIONAL PRESENTATION—Bradley Ward, Director, Veteran Education, Oklahoma Department of Veterans Affairs—The Oklahoma GI Bill Research Study

Bradley Ward provided a brief overview of how RUSO institutions are playing a role in educating military connected students. Data analysis from Mr. Ward determined:

- Since 2009, RUSO institutions have seen over a 5,000% enrollment increase of military-connected students

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- 18% of all Post 9/11 recipients in Oklahoma public higher education attend institutions under RUSO
- In FY17, military-connected students enrolled at RUSO institutions had an average retention rate of 75%
- Since 2009, RUSO institutions have received 19% of all Post 9/11 G.I. Bill revenue allocated to the Oklahoma public higher education system
- In FY 17, RUSO institutions received 20% of all Post 9/11 G.I. Bill revenue allocated to the Oklahoma public higher education system

The order of the agenda resumed.

E. PERSONNEL COMMITTEE–Chair, Regent Jane McDermott

1. Ratification of emergency approval to appoint Dr. Bryon Clark as acting president of Southeastern Oklahoma State University and to increase his annual compensation while serving as acting president.

Regent McDermott made the motion, seconded by Regent Reilly to approve the ratification of emergency approval to appoint Dr. Bryon Clark as acting president of Southeastern Oklahoma State University and to increase his annual compensation while serving as acting president.

Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, and Stansberry

Voting against the motion: none

F. POLICY AND PROCEDURES COMMITTEE–Chair, Regent Lake Carpenter

Report of the Policy and Procedures Committee, Friday, April 12, 2019, 10:00 a.m., Embassy Suites Oklahoma City Downtown/Medical Center, McGee Boardroom, Oklahoma City, Oklahoma. (Attachment D, Pages 97-120)

1. Discussion and possible approval of revisions to Policy 1.24.2 of the RUSO Policy Manual.

The revision to this policy adds vice presidents to the list of employees that are reported to the Board.

Regent Carpenter made the motion, seconded by Regent Winchester to approve revision to Policy 1.24.2 of the RUSO Policy Manual

Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, and Stansberry

Voting against the motion: none

2. Discussion and possible approval of revisions to Chapter 3 of the RUSO Policy Manual.

The revisions to Chapter 3 of the RUSO Policy Manual relate to the tenure and promotion process to make it more clear and transparent.

The Committee will come back to the Board with recommendations for changes to Policy 3.12 when there is a recommendation to make.

Regent Carpenter made the motion, seconded by Regent Reilly to approve revision to Chapter 3 of the RUSO Policy Manual with the exception of Policy 3.12.

Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, and Stansberry

Voting against the motion: none

3. Discussion and possible approval of revisions to Policy 5.4.3 of the RUSO Policy Manual.

There is no action to report on Policy 5.4.3. The Committee will continue to review the proposed changes.

4. Request approval of UCO retirement policy.

There is no action to report on UCO's retirement policy. The Committee will continue to review the proposal.

G. PENSION COMMITTEE—Chair, Patti Neuhold (Attachment E, Pages 121-232)

1. Approval of 403(b) Plan Document and Adoption Agreement 002.

Regent Reilly made the motion, seconded by Regent Carpenter, to adopt the 403(b) Plan of the Regional University System of Oklahoma as Amended and Restated effective May 1, 2019, including Adoption Agreement with attachments.

Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, and Stansberry

Voting against the motion: none

VII. PRESIDENTS' RECOMMENDATIONS

A. NORTHEASTERN STATE UNIVERSITY

(See attachment F, pages 233-264)

Regent Reilly made the motion, seconded by Regent Dunn, to approve the President's Recommendations for Northeastern State University as presented by President Steve Turner.

Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, and Stansberry

Voting against the motion: none

President Turner thanked Chair Stansberry for his commitment and leadership during his time with the Board.

President Turner reported that NPR's "Morning Edition" Steve Inkseep was the speaker for the 2019 Larry Adair Lectureship hosted by NSU on February 18, 2019. Mr. Inskeep discussed his book "Jacksonland: President Andrew Jackson, Cherokee Chief John Ross and a Great American Land Grab" and did a book signing after the lecture.

President Turner thanked Regent Reilly for attending Founder's Day on March 6, 2019. This is the 110th as public institution and about 173 years since the original charter was passed by the Cherokee Council.

President Turner recognized Dr. Julie Sawyer, Dr. Cari Keller, and Dr. Pamela Fly for their presentation, "Student Success as Defined by Students" at the Higher Learning Commission conference in Chicago. Over 300 people were in attendance.

President Turner reported that April 16, 2019, NSU will be hosting their "Circle of Excellence" in which they recognize the top teacher in teaching research and service learning. The event is slated to start at 11:30 a.m. and follow up invitation will be sent to the Regents.

President Turner recognized the retirements of Dr. Tim McElroy and Ben Hardcastle, both of whom have 35 years of experience in higher education. They will be retiring at the end of June.

President Turner reported that NSU's senior President's Leadership Class annual trip to Washington, D.C. was a great success. The students got to sit in a room with the Joint Chiefs of Staff and were filmed on C-SPAN.

President Turner reported that spring commencement dates are scheduled for May 10, 11, and 13. He invited the Regents to attend. More information regarding the ceremony dates, times, and locations will be sent to the Regents.

President Turner reported that in June, NSU will be bringing design renderings for a veterans memorial sculpture on campus. The theme being, "Service, Communicating, and Serving Through the Decades" which will start with the Cherokee Code Talkers and goes to present day.

President Turner reported that NSU is 52 months into a 60-month capital campaign whose goal is \$25,075,000. As of April 9, 2019, the campaign has raised \$24,288,197 which is 97% of the campaign goal thanks to employees, alumni, and community donors.

B. EAST CENTRAL UNIVERSITY

(See attachment G, pages 265-280)

Regent Reilly made the motion, seconded by Regent Winchester, to approve the President's Recommendations for East Central University as presented by President Katricia Pierson.

Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, and Stansberry

Voting against the motion: none

President Pierson thanked Regent Stansberry for his guidance and service to higher education and the RUSO Board.

President Pierson reported that ECU has permanently appointed Dr. Ken Andrews Dean of the College of Health Sciences. He joined the faculty of ECU in 2000 and had served as interim Dean since July 2018.

President Pierson reported that two ECU faculty members have won awards from the DaVinci Institute. John Dougherty was named a 2019 Creativity in Education Fellow for his plan to develop an assessment for ECU's new digital and electronic art curriculum. Robin Roberson was

honored as a DaVinci Fellow for her K12 Tiger Tutoring project that combines tutoring and service learning.

President Pierson reported that two ECU teams have made it into the Love's Cup final. Six teams competed and two made it to the finals. ECU will know who winners are on April 18, 2019.

President Pierson reported that 40 new members were inducted to ECU's Alpha Chi National Honor Society in March. Four students went to the Alpha Chi Convention where they won second place and four students also presented research at this convention.

President Pierson reported that April 23, 2019 ECU will be hosting their employee recognition banquet for retirees.

President Pierson reported that spring commencement is scheduled to take place on Saturday, May 11, 2019 at 10:00 a.m., 2:00 p.m., and 5:00 p.m. for a Nursing pinning ceremony.

C. UNIVERSITY OF CENTRAL OKLAHOMA

(See attachment H, Pages 281-302)

Regent Dunn made the motion, seconded by Regent Winchester, to approve the President's Recommendations for the University of Central Oklahoma as presented by President Don Betz.

Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, and Stansberry

Voting against the motion: none

President Betz reported that Dr. Wayne Lord, professor of biology and forensic science, was named one of the winners of the 2019 Oklahoma Medal for Excellence Award. The award honors five outstanding educators in Oklahoma's public schools.

The National Science Teachers Association (NTSA), the largest professional organization promoting excellence in science teaching and learning appointed Dr. Beth Allan, professor of biology and coordinator of the secondary science education program at UCO, as the president-elect for the organization. As president, she will provide leadership for the organization's governing body and represent NTSA to the press, policymakers, stakeholders, and other STEM organizations.

UCO student Terance Fields, a political science and pre-law student from Pawnee, Oklahoma, was selected as one of 75 American students

for the 2019-2020 Congress-Bundestag Youth Exchange for Young Professionals. The program offers 75 American and 75 German students the opportunity to spend one year in each other's countries studying, interning and living with hosts on a cultural immersion program.

President Betz reported that athletic programs such as the UCO-based U.S. Women's Sitting Volleyball team, along with UCO Softball and Rowing are doing quite well. The softball team is ranked number two in the country in their division as well as the rowing team which is ranked number one in the country. The rowing team will be competing in May, where they will hopefully win another national championship.

President Betz reported that UCO will have five spring commencement ceremonies. Two on May 10, Three on May 11 which will have an estimated 3,200 graduates.

President Betz thanked Chair Stansberry for inspirational leadership and encouragement during his time as chair.

D. SOUTHWESTERN OKLAHOMA STATE UNIVERSITY

(See attachment I, pages 303-310)

Regent Reilly made the motion, seconded by Regent Dunn, to approve the President's Recommendations for Southwestern Oklahoma State University as presented by President Randy Beutler.

Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, and Stansberry

Voting against the motion: none

President Beutler thanked Chair Stansberry for his dedication and service to higher education.

President Beutler, reported that last week, Southwestern Oklahoma State University physics students were recently honored with awards and heard remarks from former NASA Flight Director Gene Kranz at the 2019 Physics Alumni and Awards Banquet held at the Stafford Air & Space Museum in Weatherford.

President Beutler reported that SWOSU hosted Oklahoma Research Day back in March, and are looking forward to hosting it again next year.

President Beutler reported that SWOSU will have three spring commencement ceremonies. The Sayre Campus will be hosting their ceremony on Thursday, May 2, 2019 at 7:00 p.m.. The School of Pharmacy will be holding their ceremony on Friday, May 3, 2019 at 7:30 p.m. And lastly the general commencement ceremony will be held Saturday, May 4, 2019 at the Pioneer Cellular Event Center.

President Beutler reported that Dr. Amanda Evert, assistant professor and Everett Dobson Chair of Marketing in the School of Business & Technology at Southwestern Oklahoma State University, is the winner of the Bernhardt Academic Excellence Award for 2019 at SWOSU. Evert was presented the prestigious award at the annual Bernhardt banquet held on the Weatherford campus, and she received a \$5,000 cash award, clock, pen and medallion. SWOSU alumni Dr. William and Theta Juan Bernhardt of Midwest City are sponsors of the annual award that goes to an outstanding faculty member who exhibits exceptional achievement in teaching, scholarship and service.

President Beutler reported that there will be a banquet to honor the Lady Bulldogs Basketball Team for their many accomplishments on May 1, 2019 at 6:00 p.m. on the SWOSU campus. This event will also help them raise funds for their championship rings.

Regent Dunn thanked Regent Carpenter for posting to social media about the community gathering to congratulate them on their incredible season.

E. SOUTHEASTERN OKLAHOMA STATE UNIVERSITY

(See attachment J, Pages 311-314)

Regent Winchester made the motion, seconded by Regent Dunn, to approve the President's Recommendations for Southeastern Oklahoma State University as presented by Acting President Bryon Clark.

Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, and Stansberry

Voting against the motion: none

Acting President Clark reported that he and the SE community greatly appreciate the support and guidance received from the RUSO Board and staff as well as the peer institutions. He reported that under President Burrage's leadership, the university is doing well with growing enrollment, solid financial conditions, and a renewed sense of purpose.

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President Clark reported that the executive team is working diligently to ensure that day to day operations run smoothly.

President Clark reported that Chief Gary Batton of The Choctaw Nation of Oklahoma will be the speaker at SE's spring commencement ceremonies scheduled for Saturday, May 11, 2019 at 10:00 a.m. and 2:00 p.m. Chief Batton is the 47th Chief of The Choctaw Nation, the third largest Indian Tribe in the United States with more than 200,000 citizens.

President Clark reported that Captain Lloyd Sauls is now the new director of SE's Aviation Sciences Institute. He has 44 years of aviation experience and will oversee all aspects of the aviation program including academic and flight operations. SE's professional pilot program is growing by leaps and bounds. Five years ago, there was an average of 25-30 students. The new class boasts 50 students. There is pipeline to Envoy Air to get students their required hours for training.

President Clark reported that SE has named the baseball field after baseball coach Mike Metheny who is the winningest all time coach in Division II with 1,324 victories.

President Clark reported that SE hosted the 107th annual Oklahoma Inter-High School Curriculum Meet was held on Wednesday, March 25, 2019. Over 1,900 high school students from 64 high schools.

President Clark reported that SE's Men's Basketball Team advanced to the NCAA Regional game. They were seeded number seven in the NCAA Division II Central Regional in Maryville, Missouri. The team wrapped up the 2018-2019 season with a 23-8 record, winning 14 of their last 17 games.

F. NORTHWESTERN OKLAHOMA STATE UNIVERSITY

(See attachment K, pages 315-322)

Regent Reilly made the motion, seconded by Regent Carpenter, to approve the President's Recommendations for Northwestern Oklahoma State University as presented by President Janet Cunningham.

Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, and Stansberry

Voting against the motion: none

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President Cunningham offered her appreciation to Regent Stansberry for his counsel and leadership of RUso.

President Cunningham reported that their spring commencement will take place Saturday, May 11, 2019 at 10:00 a.m. Senator Roland Pederson will be the commencement speaker.

President Cunningham reported that a senior political science major, Jacqueline Ruhl, has been named a 2019 Campus Compact Newman Civic Fellow. Her story demonstrates the power of persistence. Campus Compact is a Boston-based non-profit organization working to advance the public purposes of higher education. The organization's 2019 cohort of Newman Civic Fellows is comprised of 262 students, including Ruhl. Ruhl completed a cosmetology program after high school. Four years later, in the fall of 2007, Ruhl first started as a student at Northwestern. She completed nine hours of developmental zero credit courses in English, reading and mathematics and three hours of credit. She was enrolled for the spring of 2008 semester, but had to withdraw. She worked for several years as a delivery driver and parcel carrier, but decided she wanted something more. In the fall of 2015, Ruhl re-entered Northwestern and pursued her degree with passion and dedication. Every semester since that first one more than 10 years ago, Ruhl has been listed on the President's or Vice President's Honor Roll. She and her husband have a blended family with 13 children, nine of whom still live at home.

VIII. PRESIDENTS' COUNCIL REPORT

President Beutler reported that the presidents are aware of and have been discussing legislative updates.

President Beutler reported that most of the presidents attended the Higher Learning Commission Conference where they learned about criteria changes and updating the universities on the new standards.

President Beutler reported that among the continual discussions that the presidents have with one another, sharing resources will be a recurring item on their meeting agendas.

IX. EXECUTIVE DIRECTOR'S REPORT – Sheridan McCaffree

Ms. McCaffree reported that the Administrative Office is waiting for data and the quarterly reports will be sent as soon as possible.

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Ms. McCaffree also announced that Assistant General Counsel Nancy Gerrity will be retiring July 1, 2019 and that the search for her replacement is underway.

X. ELECTION OF OFFICERS FOR FY 2020

Regent Dunn made the motion, seconded by Regent McDermott to approve Regent Winchester as Chair, Regent Dunn as Vice-Chair, and Regent Reilly as Secretary for FY 2020.

Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, and Stansberry

Voting against the motion: none

XI. REGENTS' COMMENTS AND ANNOUNCEMENTS (Attachment L, Pages 323-234)

Regent Dunn read the resolution for outgoing regent, Regent Mark Stansberry, which was adopted by acclamation.

XII. NEW BUSINESS

None to report.

XIII. EXECUTIVE SESSION

A. Action to convene in Executive Session pursuant to 25 O. S. §307 (B) (1) to discuss the following:

1. Discussion of the employment of the President of East Central University.

B. Pursuant to 25 O.S. Section 307 (B) (4) to discuss the following:

1. Confidential communications with legal counsel concerning all pending claims or actions and litigation.

Regent Winchester made the motion, seconded by Regent Dunn, to move into executive session.

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Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, and Stansberry

Voting against the motion: none

The Board convened in Executive Session at 3:15 p.m.

Regent McDermott left the meeting at 3:30 p.m.

The Board reconvened in public session at 4:35 p.m.

XIV. RECONVENE IN PUBLIC SESSION

- A. Possible action regarding the employment of the President of East Central University.

Regent Reilly made the motion, seconded by Regent Dunn to proceed as discussed in executive session.

Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, and Stansberry

Voting against the motion: none

- B. Possible action regarding confidential communications with legal counsel concerning all pending claims or actions and litigation.

No action was taken.

XV. ADJOURNMENT

Regent Winchester made the motion, seconded by Regent Carpenter to adjourn the meeting.

Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, and Stansberry

Voting against the motion: none

The meeting adjourned at 4:40 p.m.

ATTACHMENTS TO MINUTES

April 12, 2019

Attachment

A.	Educational Excellence Committee.....	47-80
<p>* Educational Excellence Committee attachments for this meeting have been abbreviated to save paper and space. The complete submissions, which include the required Oklahoma State Regents for Higher Education form documents and other supporting documents for all matters involving changes in a course or courses of study or institution of new degree programs, were provided to the Chair of the Educational Excellence Committee Regent Amy Ford prior to the meeting. This documentation is available in the RUSO Administrative Office in Oklahoma City.</p>		
B.	Facilities Stewardship Committee.....	81-92
C.	Audit and Finance Committee.....	93-96
D.	Policy and Procedures Committee.....	97-120
E.	Pension Committee.....	121-232
F.	Northeastern State University.....	233-264
G.	East Central University.....	265-280
H.	University of Central Oklahoma.....	281-302
I.	Southwestern Oklahoma State University.....	303-310
J.	Southeastern Oklahoma State University.....	311-314
K.	Northwestern Oklahoma State University.....	315-322
L.	Resolution for Outgoing Regent.....	323-324

TO: Board of Regents of the
Regional University System of Oklahoma
Mark Stansberry, Chair

FROM: Randy L. Beutler, President

DATE: March 29, 2019

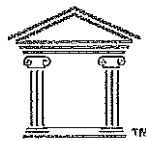
SUBJECT: Educational Excellence Committee Agenda Items – April 12, 2019

Please place Southwestern Oklahoma State University on the Educational Excellence Committee agenda for the April 12, 2019, Board of Regents of the Regional University System of Oklahoma meeting regarding the following items:

- Program Modification requests for the following programs:
 1. M.S. of Education in Art (064)
 2. M.S. of Science in Health Informatics and Information Management (162)

Documents for these requests are attached. If you need additional information regarding these items, please let me know.

Attachments



March 25, 2019

Regional University System of Oklahoma
Landmark Towers
3555 Northwest 58th, Suite 320
Oklahoma City, OK 73112

RE: Educational Excellence Committee

Dear Board Members:

We are seeking approval for the following program modifications:

Bachelor of Science in Health and Physical Education (021) – Add graduation requirement: all required KIN courses must be completed with a grade of C or better for the major. No change in total hours.

Bachelor of Science in Recreation (041) – Add graduation requirement: all required KIN courses must be completed with a grade of C or better for the major. No change in total hours.

Bachelor of Science in Health and Human Performance (115) – Add graduation requirement: all required KIN courses must be completed with a grade of C or better for the major. No change in total hours.

Sincerely,

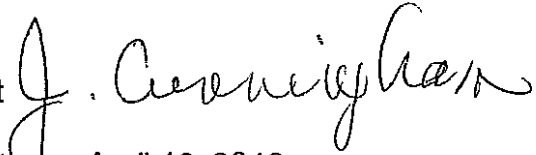
Sean Burrage
President

OFFICE OF THE PRESIDENT

Date: March 28, 2019

To: Regional University System of Oklahoma
Educational Excellence Committee
Amy Ford, Chair

From: Dr. Janet Cunningham, President



Re: Educational Excellence Agenda Item – April 12, 2019

Please place Northwestern Oklahoma State University on the Educational Excellence Committee Agenda for the April 12, 2019, meeting of the Regional University System of Oklahoma Board of Regents. We request approval of the following items:

Program Modification, Program Requirement Change – Bachelor of Social Work (036)

Program Modification, Other Degree Program Modification – Bachelor of Business Administration, Accounting (001) and Business Administration (007)

If you have any questions or need additional information, please do not hesitate to contact me.

JC:md

Attachments (2)

December 7, 2018

Chancellor Glen D. Johnson
Oklahoma State Regents for Higher Education
655 Research Parkway, Suite 200
Oklahoma City, OK 73101

**RE: Request for Exception to Oklahoma State Regents for Higher Education (OSRHE)
Policy 3.2.4 Functions of Public Institutions in the State System**

Dear Chancellor Johnson,

The University of Central Oklahoma (UCO) intends to apply for an exception to Policy 3.2.4 Functions of Public Institutions. UCO will be seeking approval to offer a **Ph.D. in Applied Science** with options (majors) in Forensic Science, Computer Science, and Engineering Science (traditional delivery, main campus).

Congruent with the mission of the University of Central Oklahoma (UCO), the proposed Ph.D. program is designed to prepare students for immediate entry into the nation's doctoral and professional workforce in Forensic Science, Computer Science, and Engineering Science. The proposed Ph.D. program will help provide advanced quality graduates in these STEM areas of great demand and of great demand in the state of Oklahoma and the nation. Demand is particularly high in the Oklahoma City Metropolitan Area for graduates of these disciplines having knowledge of key technical skills and experience in advanced-level research and development (R&D) areas. Providing such graduates is consistent with UCO's mission as a metropolitan university within the Regional University System of Oklahoma (RUSO).

The UCO College of Mathematics and Science and the Forensic Science Institute currently have three M.S. degree programs with particularly high demand for their graduates: Forensic Science, Computer Science, and Engineering Physics. The proposed program extends these M.S. programs into a new Ph.D. program that further addresses both current and anticipated demand for graduates in these fields. Unlike most existing Ph.D. programs that are designed to produce graduates for academic institutions, the proposed program is specifically designed to produce graduates for technical and technical management positions in government and industry where the demand is currently greatest.

Your consideration of this request is appreciated. Please contact Dr. John Barthell, Provost and Vice President for Academic Affairs, at (405) 974-3371 should you have any questions or need further clarification.

Sincerely,


Don Betz, Ph.D.
President

Function Exception Request University of Central Oklahoma

I. Purpose of the Function Exception Request and Associated Degree Program Request

Institutions will provide a thorough explanation of the purpose of the request and how it will serve a special purpose or serve unmet workforce needs in the institution's service area.

Congruent with the missions of the University of Central Oklahoma (UCO), the mission of the proposed PhD program is to "prepare students for immediate entry into the nation's doctoral and professional workforce in forensic science, computer science, and engineering science." The proposed PhD program will help provide advanced quality graduates in these STEM areas of critical importance and great demand to the citizens of Oklahoma and to the nation. This includes the especially high demand for graduates of these disciplines in the Oklahoma City Metropolitan Area which is consistent with UCO's mission within the Regional University System of Oklahoma (RUSO).

The College of Mathematics and Science with the Forensic Science Institute at UCO currently have three M.S. degree programs with high demand for their graduates:

- Forensic Science
- Computer Science
- Engineering Physics.

This is a proposal to extend these M.S. programs at UCO into a new PhD Program in Applied Science with majors (options) in each of these areas to further address current and anticipated future demand for graduates in these fields. The proposed Doctoral Program would produce graduates prepared to enter the workforce with knowledge of key technical skills and experience in advanced-level R&D areas in demand by local and national industries. Unlike most existing PhD programs that are designed to produce graduates for academic institutions, the proposed program is designed to produce graduates for technical and technical management positions in government and industry where there is currently the greatest demand.

II. Mission and Function

The request must demonstrate commitment to the public good, specifically documenting that the institution's request serves the public, not solely the institution, contributes to the institution's current function, and advances the academic plan for the institution.

Basic Concept of the Proposed Program

Over the past half-century 50 to 85 percent of the increase in the nation's GDP is attributable to advancements in two fields: science and engineering. Each percentage-point increase in GDP in the U.S. has been accompanied by about one million jobs.

– Norman Augustine, Keynote Address, STEM Summit 2013

UCO proposes the development of a unique PhD program in Applied Science that would require for each student as integral parts of the degree

1. An industry internship
2. Interdisciplinary applied research tuned to local industry needs
3. Exposure to technical management techniques/practice.

In addition, sufficient formal coursework in the proposed Applied Science program would be offered in the evening in order to allow working students who hold full-time day jobs to complete the degree. The internship would occur in the student's first year in order to initiate a doctoral research topic of interest to both the student

and the internship sponsor. Internship sponsoring companies and agencies may, but are not required to, provide salary to the intern. This would serve to enable small, high-tech startups as well as large, established companies to have an R&D program that might not be economically viable or too speculative for them to pursue otherwise. The coursework would be tuned to prepare graduates for applied R&D (as opposed to academic) positions as well as technical management positions in government and industry. To our knowledge, with the unique features listed above, the proposed program would be the first of its kind in Oklahoma and could well serve as the model for doctoral education directed specifically toward providing graduates for government agencies and the private sector rather than academia.

The proposed PhD program in Applied Science would start with three majors (options):

1. Applied Science-Forensic Science – The major in forensic science will provide opportunities for advanced training in research and technology in the forensic sciences to meet the need for more doctoral-level forensic scientists, forensic science faculty, and forensic laboratory managers. The students in this program will be trained in collaborations with experts in the law enforcement agencies, forensic science laboratories, and criminal justice systems, through designed internships and hand-on experience. This program aims to produce the future leaders in this emerging field in the United States.
2. Applied Science-Computer Science – The major in computer Science addresses the need for modern information technology companies to have employees with advanced computing skills applicable to applied areas in many diverse technical fields. The computer science major will be trained specifically for research and development in the industrial as opposed to the academic sector. This is accomplished by connecting to other fields in an industrial interface as part of an advanced education and applied research program in computer science.
3. Applied Science-Engineering Science – The major in engineering science is an interdisciplinary applied science degree that is designed to provide students with the critical thinking ability, problem-solving skills, and advanced, discipline-specific knowledge to allow them to advance into leadership positions in the STEM industry in which engineering is essential. This is accomplished by demonstrating the ability to perform independent, original applied research, successful completion of academic coursework, hands-on experience in the laboratory, and collaboration with industry. Today's scientist/engineer/professional must be able to deal with the rapid pace of technological change, a highly interconnected world, and complex problems that require interdisciplinary approaches to advance fundamental understanding or to address pressing societal needs.

These three options could be expanded in later phases of the program if the need arises.

Alignment with Institutional Mission

I could hire every single four-year engineering graduate the state of Oklahoma produces and I would still have empty seats.

– Lt. General Lee K. Levy, Tinker Air Force Base

UCO's institutional and academic missions, shared by both the College of Mathematics and Science and the Forensic Science Institute, are "... to help students learn by providing transformative education experiences to its students so that they may become productive, creative, ethical and engaged citizens and leaders serving our global community." As the state's only designated public metropolitan university, UCO is focused on serving the greater Oklahoma City metropolitan area by providing graduates with training in the areas needed most by local industry. Because of UCO's status as a metropolitan university many of its students live and work in the Oklahoma City area, and 85 percent or more of UCO's graduates stay in Oklahoma. The proposed Applied

Science-Computer Science and Applied Science-Engineering Science majors are designed to address current and projected critical shortages in computer science and engineering applicants for non-academic jobs in these fields in our state. The proposed Applied Science-Forensic Science major is designed to address the projected national needs for PhDs in this emerging field.

Alignment with Institutional Academic Plan

What are the sources of UCO legitimacy reinforcing our role in the OKC Metro as an effective, valued, and collaborative partner in shaping its continuing success?

– UCO President Don Betz, as posed to his senior leadership

UCO clearly identifies with its role in the Oklahoma City Metropolitan Area. In 2011, it began a planning process that led to Vision 2020, a strategic roadmap to meeting our mission as the public metropolitan university in the state. This direction is consistent with both its role as a member of RUSO and its specially designated status as a metropolitan university with ten national peer institutions as well. The planning process led to several key outcomes as outlined below.

UCO identifies four strategic themes that guide its planning processes:

- (1) Transformative Learning;
- (2) Student Success;
- (3) Value; and
- (4) Place.

The academic plan is in turn centered on four pillars that mirror these institutional themes:

- (1) Engage Students in Transformative Learning;
- (2) Improve Student Outcomes;
- (3) Enhance the Learning Environment; and
- (4) Support Learning Collaborations.

UCO's six tenets of Transformative Learning include:

- (1) Discipline Knowledge;
- (2) Leadership;
- (3) Research, Creative, and Scholarly Activity;
- (4) Health and Wellness;
- (5) Global and Cultural Competencies; and
- (6) Service Learning and Civic Engagement.

They are well integrated into the proposed program's curricula. These curricular activities will enhance the research and design experiences found in courses at all student levels. As is typical of doctoral programs, the proposed program curricula culminate in an intensive research dissertation capstone experience with a written dissertation and oral defense. The proposed program is designed specifically to address the need for technical managers and leaders for both government agencies and the private sector. By offering evening classwork, it allows scientists and engineers working full-time in the Oklahoma City metropolitan area the opportunity to pursue a PhD degree during non-working hours.

In particular, the proposed program's close alignment with UCO's academic plan would help to achieve the following major objectives:

- Providing graduates to local industry for much-needed technical R&D positions requiring PhD-level training
- Recruiting and retaining outstanding faculty
- Recruiting outstanding undergraduate and graduate students
- Garnering more research funds from industry and federal agencies
- Promoting the University's research in the region and beyond
- Synergizing efforts within the campus through multidisciplinary research that is focused on the areas of most interest to local employers
- Strengthening of UCO's STEM graduate programs and training of highly qualified personnel for management and technical positions
- Producing innovative research with contributions relevant to the industries and government agencies located in the state of Oklahoma
- Allowing working students in the greater Oklahoma City metropolitan area to pursue a PhD because the proposed degree would be obtainable by taking evening courses
- Allowing the students in the proposed program to take some already-existing graduate courses at UCO online or in traditional on-campus classes whichever they prefer
- Making available blended learning and flipped classroom activities already used in many of the existing graduate courses at UCO to students in the proposed program
- Providing more learning opportunities to students in the proposed program by developing Self-Paced Online Courses (SPOCs) when needed.

Alignment with Mission of a Metropolitan University

The bottom line is that we have entered an age when local communities need to invest in themselves. Federal and state dollars are becoming more and more scarce for American cities. Political and civic leaders in local communities need to make a compelling case for this investment.

– Former Oklahoma City Mayor, Mick Cornett

UCO is a member of RUSO and, consistent with its role as Oklahoma City's regional public university, with over 70 percent of its students from the Oklahoma City Metropolitan Area. UCO has taken a leadership role in helping to define an Innovation District (ID).

In their book *Metropolitan Revolution*, published in 2013, coauthors Bruce Katz and Jennifer Bradley stated that "Innovation Districts cluster and connect leading-edge anchor institutions and cutting-edge innovation firms with supporting and spin-off companies, business incubators, mixed-use housing, office and retail, and twenty-first century amenities and transport." Bruce Katz visited the University of Central Oklahoma (UCO) campus in February of 2015 as an invited speaker for the celebration of UCO's 125th anniversary. During that time, he visited with members of senior leadership at UCO and the Oklahoma City Chamber of Commerce and proposed that the ideal location for an ID would be along Automobile Alley in Oklahoma City. Oklahoma City and Philadelphia were subsequently the only two of dozens of candidate cities to be selected for participation in the Anne T. and Robert M. Bass Initiative on Innovation and Placemaking the following fall (of 2015).

UCO has been a participant in all segments of planning for the Oklahoma City ID which now formally encompasses 843 acres that are bisected by Interstate 235 (I-235). This represents only 0.2% of the area of Oklahoma City but it accounts for 4.7% of its jobs. The area to the east of I-235 is dominated by a research park that is composed of private and state-funded institutions which, for the most part, advance economic interests in biomedical research and the health industry. (Twenty-eight percent of the jobs in the ID are STEM-related.)

Prior to the ID planning, UCO established *UCO Downtown* in alignment with UCO's Vision 2020 Strategic Plan. It represents UCO's first major effort to bring core programs (especially graduate programs) into downtown Oklahoma City. Planning began in the Fall of 2013 and the new (Carnegie Centre) teaching facility

took its first students in the spring semester of 2015. At least four cycles of enrollment have now occurred there with an increase from 269 students in the fall of 2015 to over 750 for this fall (2018).

UCO is also now showing a steep increase in new patent applications with only one in 2011 to 13 last year (2107); nine US patents have been awarded to UCO so far. Early successes include the development of a student-centered company (spawned by a state- and nation-wide competition) that is working on protein nano-fiber applications to human health.

The creation of an applied doctoral program with relevance to the heart of Oklahoma City is therefore fully consistent with nearly a decade in planning at UCO *as well as the recent designation of an innovation district*. We believe the development of this doctoral program will attract and stimulate economic growth in Oklahoma City, including in the areas of computation and bioscience that will diversify areas of economic growth within the broader Oklahoma City Metropolitan Area. It directly answers repeated calls by Oklahoma City (above) as well as Oklahoma's legislature and industry leaders.

As Oklahoma's only metropolitan university, UCO is also one of the 82 institutional members of the Coalition of Urban and Metropolitan Universities (CUMU). Over 80% of the CUMU institutional members offer doctoral degrees. At this time, UCO is one of the largest CUMU members without a doctoral degree. The proposed Applied Science PhD program would align UCO with a majority of CUMU members in serving their metropolitan university mission. The proposed program will support and have access to the UCO facility at 1st and Santa Fe near downtown Oklahoma City as part of the OKC Innovation District (See <http://www.okcinnovation.com>).

Alignment With Peer Institutions

Scientists and engineers represent less than five percent of the nation's workforce—but the work performed by that five percent disproportionately creates jobs for the other 95 percent. A study states that, in 2006, the 700 engineers working on Apple's iPod were accompanied by 14,000 other workers in the U.S. and nearly 25,000 abroad.

– Norman Augustine, Keynote Address, STEM Summit 2013

The development of these applied doctoral programs will not only promote engineering and forensics disciplines, but also provide an excellent opportunity to synergistically create other jobs as a result, jobs for which our RUSO peers can train Oklahoma students for as well. As suggested by Augustine's comment above, and as exemplified at other (national) peer institutions, the economic ripple effect of these majors is substantial through wealth-creating enterprises that spawn other economic opportunities. Indeed, all of the designated UCO peer institutions

- Boise State University
- California State University-Fresno
- Kennesaw State University
- Missouri State University
- Sam Houston State University
- San Jose State University
- Texas State University-San Marcos
- Towson University
- Wichita State University
- Youngstown State University

offer a doctoral degree. Six of the ten UCO peer institutions offer a PhD in one or more STEM areas. The proposed Applied Science PhD program would align UCO with its peer institutions. In addition, half of UCO's RUSO peers also offer applied doctoral programs in optometry (Northeastern Oklahoma State University), doctorate of nursing practice (Northwestern Oklahoma State University), and pharmacy (Southwestern Oklahoma State University).

III. Academic Standards

Describe assurances that the rigor of the requested program associated with the requested function exception and student performance requirements as a result of the function exception request are appropriate to higher education and the credential to be awarded.

UCO proposes the development of a unique PhD program in Applied Science that would require for each student as integral parts of the degree:

1. An industry internship;
2. Interdisciplinary applied research tuned to local industry needs;
3. Exposure to technical management techniques/practice.

The internship would generally occur prior to initiating the dissertation research in order to facilitate the selection of an applied research topic of interest to both the student and an internship sponsor. This would serve to enable small, high-tech startups as well as large, established companies to have an R&D program that might not be economically viable or too speculative for them to pursue otherwise. The coursework would be tuned to prepare graduates for applied R&D (as opposed to academic) positions as well as technical leadership positions in government and industry. To our knowledge, with the unique features listed above, the proposed program would be the first of its kind in the nation and could well serve as a model for doctoral education directed specifically toward providing graduates for government agencies and the private sector rather than academia.

To address specific high demand areas, the PhD program in Applied Science will consist of three majors:

- Applied Science-Forensic Science
- Applied Science-Computer Science
- Applied Science-Engineering Science.

Required Core Courses Common to All Three Majors (36 hours):

- *APSC 6xx1 – Applied Research Seminar (8 hours)
- *APSC 6xx4 – Internship (4 hours)
- *APSC 6xxx – Doctoral Dissertation Research (18 hours)
- *APSC 6xx3 – Research and Technical Project Management (3 hours)
- ENG 5023 – Technical Writing (3 hours)

* Courses to be developed.

Discipline-Specific Guided Electives (24 hours): An additional 24 semester hours of discipline-specific courses (8 courses) as determined by the student's doctoral research committee to reflect the major and research area selected by the student. At least 9 hours of the discipline-specific courses must be at selected from 6000-level courses. The courses available for these discipline-specific electives are given in a subsequent section.

Semester Hours Breakdown of Program

Common Courses for all Majors	
Research Seminar	8
Internship	4
Research	18
Technical Writing Course	3
Project Management Course	3
Total	36
Major Discipline-Specific Courses	
8 three-hour courses	24
Total Hours for Degree	60

For a full-time student the degree is expected to take three to four years of additional work past the master's degree. The typical 4-year or 3-year plans are shown in Table 1 and Table 2 below.

Table 1. PhD Applied Science: Four-Year Degree Plan

FALL-Year 1		SPRING-Year 1		SUMMER-Year 1	
Course	Hours	Course	Hours	Course	Hours
Research Seminar	1	Research Seminar	1	Internship	4
Discipline-Specific Course 1	3	Discipline-Specific Course 3	3		
Discipline-Specific Course 2	3	Discipline-Specific Course 4	3		
Total	7	Total	7	Total	4

FALL-Year 2		SPRING-Year 2		SUMMER-Year 2	
Course	Hours	Course	Hours	Course	Hours
Research Seminar	1	Research Seminar	1		
Discipline-Specific Course 5	3	Discipline-Specific Course 7	3		
Discipline-Specific Course 6	3	Discipline-Specific Course 8	3		
Total	7	Total	7	Total	0

FALL-Year 3		SPRING-Year 3		SUMMER-Year 3	
Course	Hours	Course	Hours	Course	Hours
Research Seminar	1	Research Seminar	1		
Project Management	3	Technical Writing	3		
Research	3	Research	3		
Total	7	Total	7	Total	0

FALL-Year 4		SPRING-Year 4		SUMMER-Year 4	
Course	Hours	Course	Hours	Course	Hours
Research Seminar	1	Research Seminar	1		
Research	6	Research	6		
Total	7	Total	7	Total	0

Table 2. PhD Applied Science: Three-Year Degree Plan

FALL-Year 1		SPRING-Year 1		SUMMER-Year 1	
Course	Hours	Course	Hours	Course	Hours
Research Seminar	1	Research Seminar	1	Internship	4
Discipline-Specific Course 1	3	Discipline-Specific Course 3	3	Technical Writing	3
Discipline-Specific Course 2	3	Discipline-Specific Course 4	3		
Total	7	Total	7	Total	7

FALL-Year 2		SPRING-Year 2		SUMMER-Year 2	
Course	Hours	Course	Hours	Course	Hours
Research Seminar	1	Research Seminar	1	Research Seminar	1
Discipline-Specific Course 5	3	Discipline-Specific Course 7	3	Project Management	3
Discipline-Specific Course 6	3	Discipline-Specific Course 8	3	Research	3
Total	7	Total	7	Total	7

FALL-Year 3		SPRING-Year 3		SUMMER-Year 3	
Course	Hours	Course	Hours	Course	Hours
Research Seminar	1	Research Seminar	1	Research Seminar	1
Research	6	Research	6	Research	3
Total	7	Total	7	Total	4

Admission to the proposed program requires an M.S. degree in an area of science (biological science,

chemistry, computer science, forensic science, mathematics, physics, etc.), engineering (electrical, mechanical, chemical, biomedical, etc.), or an area congruent to one of the program majors (Forensic Science, Computer Science, or Engineering Science). The M.S. degree congruent to one of the proposed program majors can be obtained at any of the state or out-of-state institutions offering such a degree.

Admission to the Program

Admission, retention, and graduation requirements of the proposed PhD program will conform to the University of Central Oklahoma's Graduate College general admission requirements, as detailed in the current University Graduate Catalog. In addition, the following are required for admission to the PhD program.

For admission to the program applicants are required to provide

1. A M.S. degree in an area of science (biological science, chemistry, computer science, forensic science, mathematics, physics, etc.), engineering (electrical, mechanical, chemical, biomedical, etc.), or an area congruent to one of the program majors (Computer Science, Forensic Science, or Engineering Science). Students wishing admission to the PhD program who lack necessary prerequisite coursework may be considered for provisional admission and will be required to take up to 14 additional hours of graduate coursework to provide the necessary foundation for the program. The graduate Advisory Committee will decide when and which of these supplemental courses are to be completed.
2. A minimum graduate GPA of 3.25 (or an equivalent) or higher. Applicants with less than a 3.25 may be granted probationary admission based upon their overall academic and professional practice, history and accomplishments as determined by the Program Director and the Admissions Committee.
3. Three letters of recommendation from individuals who can provide input on the applicant's potential to successfully complete PhD-level courses and conduct independent research.
4. A statement of research interest and career goals to be used in admission decisions on the applicant's match with the program goals and faculty specialties.
5. Where English is not the native language, students must have scored above 550 on the paper based TOEFL or above 79 on the Internet based TOEFL.

The director of the PhD program will be a tenured/tenure-track faculty whose primary teaching and research interests are in one of the program major subject areas (Computer Science, Forensic Science, or Engineering Science). Existing graduate program advisors/coordinators in each of the program majors (Computer Science, Forensic Science, or Engineering Science) will assist the graduate program director.

The duties of the graduate program advisors/coordinators will include recruitment and publicizing the program, assessment, evaluation and enhancement of the curriculum, coordination with industries and adjunct faculty, preparation and submission of assessment plans and reports and academic program reviews, and advisement of graduate students. The graduate advisors/coordinators also will provide recommendations to the Graduate College for admission to the PhD program.

Doctoral Exam

The Doctoral Exam must occur in the first semester after the candidate has completed all of their discipline-specific course work. The purpose of the Doctoral Exam is to determine the candidate's mastery of sufficient advanced-level, discipline-specific subject material to begin independent research. The exam will consist of both a written and an oral component. Both components must be completed during the same semester. The written component must be passed before the oral component can be attempted. The specific format and passing requirements for each component will be determined by the examination committee. All members of the examination committee must be present for the oral component of the Doctoral Exam. Within 72 hours after completing the Doctoral Exam, the examination committee must submit a signed report of the process and its outcome to the Dean of the Graduate College. The Doctoral Exam may be repeated if the candidate is unsuccessful on the first attempt, but must be passed by the second attempt to proceed in the PhD program.

Graduation Standards

Graduation requirements of the PhD program are

- Completion of all courses as specified on the student's plan of study for the degree having an overall GPA of 3.0 or better with no more than two courses with grade of "C" counted toward the degree.
- Completion of a written doctoral research dissertation of publishable quality and unanimously approved as such by the student's research advisor and other members of their PhD research advisory committee.
- Completion of a satisfactory dissertation defense as judged by the student's PhD research advisory committee in an oral presentation open to all faculty, students, and the general public.

IV. Faculty

Provide evidence that the institution has or has the capacity and resources to obtain qualified faculty with appropriate credentials for effective and high-quality programs associated with the function exception and associated new program request. Oklahoma State Regents for Higher Education 17

Forensic Science Faculty

1. Dwight E. Adams, PhD, Director, Expertise: Forensic DNA analysis and laboratory management
2. Thomas Jourdan, PhD, Assistant Director, Expertise: Forensic Chemistry and Explosive Forensics
3. Wayne D. Lord, PhD, Professor, Expertise: Forensic Biology & Forensic Psychology
4. Mark R. McCoy, EdD, Professor, Expertise: Digital Forensics and Digital Security
5. John P. Mabry, JD, Professor, Expertise: Forensic Psychology and Criminal Justice
6. James Creecy, PhD, Assistant Professor, Expertise: Forensic DNA Analysis & Wildlife Forensics

Computer Science Faculty

1. Jicheng Fu, PhD, Professor, Expertise: Artificial Intelligence Planning, Automated Software Engineering, Bioengineering
2. Grace Park, PhD, Professor, Expertise: Computer Security
3. Gang Qian, PhD, Professor, Expertise: Database, Data Mining, Machine Learning
4. Hong Sung, PhD, Professor, Expertise: Computer Graphics, Gaming
5. Thomas Turner, PhD, Professor, Expertise: Computer Engineering, Compiler Design

Engineering and Physics Faculty

1. Alaeddin Abuabed, PhD, Professor, Expertise: Liquid crystal-based semiconductor devices.
2. Abdellah Ait Moussa, PhD, Assistant Professor, Expertise: Modeling and Simulation of Dynamical Systems.
3. Nesreen Alsobou, PhD, Assistant Professor, Expertise: Wireless Communication and Networking.
4. Mohamed Bingabr, PhD, Professor, Expertise: Signal processing for biomedical devices.
5. Wei Chen, PhD, CMS Dean and Professor, Expertise: Biomedical optics in cancer research.
6. Mohammed Hossan, PhD, Assistant Professor, Expertise: Biosensing using microfluidics.
7. Charles Hughes, PhD, Department Chair and Professor, Expertise: Few-body quantum systems.
8. Yuhao Jiang, PhD, Professor, Expertise: Biomedical Image Processing
9. Morshed Khandaker, PhD, Professor, Expertise: Solid mechanics of medical implants.
10. Evan Lemley, Professor, PhD, Expertise: Fluid dynamics.
11. Scott Mattison, PhD, Assistant Professor, Expertise: Biomedical optical imaging.
12. Ronald Miller, PhD, Professor, Expertise: Atmospheric physics.
13. Weldon Wilson, PhD, Professor, Expertise: Nonlinear systems and classical electromagnetic field theory.

14. Gang Xu, DSc, Associate Professor, Expertise: Biomechanics of flagella, human cilia, and lymphocytes.

Research Focus Areas

The principal research areas are consistent with the three majors that will constitute the proposed PhD program.

1. Applied Science-Forensic Science is the application of the fundamental principles from biological, chemical, mathematical, and physical sciences to criminal and civil legal system.
2. Applied Science-Computer Science uses the practical application of computer science principles, concepts and technologies to develop computerized solutions to real-world problems.
3. Applied Science-Engineering Science focuses upon the integration of the fundamental principles from biological, chemical, mathematical, and physical sciences with engineering to solve real-world problems.

V. Support Resources

Describe the appropriate support and services that will be provided for student learning and effective teaching associated with the level of the function exception request.

Facilities

- *W. Roger Webb Forensic Science Institute – Physical Facilities and Instructional Equipment*
This 35,000 ft² building completed in November 2009 houses the UCO Forensic Science Institute and is located across the street from the Oklahoma State Bureau of Investigation (OSBI) lab. The available facilities and instructional equipment that are currently in place meet the current basic requirements for the proposed Applied Science-Forensic Science major. To support all of its academic programs and service courses, the department utilizes the following facilities in the W. Roger Webb Forensic Science Institute building:
 - 1 auditorium 165-seat (6000 ft² equipped with video streaming and capture equipment)
 - 4 classrooms (7000 ft² in classrooms and 4000 ft² digital evidence classroom w/ 30 PCs)
 - 1 evidence recovery training bay (10,000 ft² equipped with CSI and Impression evidence equipment)
 - 1 Digital Evidence and Cyber-Security Laboratory. (8,000 ft²)
 In addition, the Institute has access to College of Mathematics and Science classrooms as well as the research and teaching laboratories across the street at the OSBI Lab.
- *Math and Computer Science (MCS) Building – Physical Facilities and Instructional Equipment*
The available facilities and instructional equipment that are currently in place meet the current basic requirements for the proposed Applied Science-Computer Science major. To support all of its academic programs and service courses, the department utilizes the following facilities in the Math and Computer Science building:
 - 5 lecture classrooms: Every classroom is equipped with a computer with an Internet connection, a multimedia computer projector mounted on the ceiling, and a smartboard including an interactive whiteboard and pens, as well as traditional blackboards. In addition, MCS 115 is equipped with a live simulcast system to support an interactive video education environment through which students can participate in lectures via the Internet without physically attending in the traditional classroom. Also available is an overhead projector for transparencies. This equipment adequately supports the needs of all classes offered under the proposed program. A variety of additional equipment is also available for loan if needed from university offices such as Technology Support Services.
 - Laboratories: The Department of Computer Science maintains one open laboratory and two computerized classrooms for teaching and research. The department has three Linux servers for general computing, department information, and web server programming. The servers and laboratories are maintained by faculty members and the supporting staff from the College of

Mathematics and Science. High-speed connections to the campus network and the Internet are available in the laboratories. Wi-Fi is available to students who bring in their own computing devices.

1. MCS-119 (computerized classroom)
 - a. 21 general-use workstations (MS Windows)
 - b. 1 grayscale laser printer
2. MCS-121 (computerized classroom)
 - a. 21 general-use workstations (MS Windows)
 - b. 1 grayscale laser printer
3. MCS-126 (open lab)
 - a. 45 general-use workstations (MS Windows and Mac)
 - b. 1 ADA-compliant workstation (MS Windows)
 - c. 1 grayscale laser printer

- ***Howell Hall – Physical Facilities and Instructional Equipment***

The available facilities and instructional equipment that are currently in place meet the current basic requirements for the proposed Applied Science-Engineering Science major. To support all of its academic programs and service courses, the department utilizes the following space in Howell Hall:

- 4 lecture classrooms (3023 ft²)
- 3 laboratory classrooms (2926 ft²)
- 7 instructional laboratories (6955 ft² and equipped with 70 computer workstations)
- 7 research laboratories (2181 ft²) that include a Signal Processing Research Lab (with a vibrationless pedestal), a Photonics Research Lab (with optical table), two Mechanical Engineering Research Labs, a Biomedical Research Lab, and a Biomedical Fluids Research Lab.
- 1 machine shop (1413 ft²) that includes Haus CNC machine.

In addition, the department has access to two College of Mathematics and Science classrooms, one in Old North and the other in the Center for Transformative Learning, and a classroom at the Carnegie Center in downtown Oklahoma City.

- ***Donald Betz STEM Research and Learning Center (STEM Building) – Physical Facilities and Instructional Equipment***

A new 57,000 sf building, the Donald Betz STEM Research and Learning Center, opened in fall 2018. To support the proposed PhD program, the related departments will utilize the following facilities in the new Interdisciplinary STEM Building.

- A Wing for Forensic Science (~10,000 ft²), including
 - FSI/Molecular & Evolutionary Biology Research Lab
 - FSI/Molecular & Evolutionary Biology Teaching Lab
 - Digital Evidence Teaching Lab
 - Digital Evidence Research Lab
 - Impression Evidence Teaching Lab
 - ALS Exam Room
 - FSI Prep / Extraction / Pro PCR Lab
- A Wing for the Center for Interdisciplinary Biomedical Education and Research (CIBER) (~8,000 ft²), including
 - Biomedical Engineering Research Lab
 - Biomedical Engineering Teaching Lab
 - Nano Bio Research Lab
 - Nanoengineering Research Lab
- A Wing for the Center for Research and Education in Interdisciplinary Computation (CREIC) (~8,000 ft²), including
 - Data Center
 - High Performance and Data-Enabled Computing Center (HiPDECC) – UCO's supercomputer "Buddy"

Computational Teaching Lab
Computer Simulation Lab

- o A Core Facility for the proposed PhD program and other STEM programs, including
Biomedical Core Equipment Room
Refrigeration Room

The new STEM Building will also provide an additional lecture hall and two Transformative Learning classroom spaces to support this and other STEM programs. As noted elsewhere, UCO's faculty and students have a demonstrated history of collaboration between faculty and students in STEM cross-disciplinary fields. This new facility will significantly enhance these collaborative opportunities by creating student-centered data and computational work areas through FSI, CIBER and CREIC.

The facility in the new Interdisciplinary Research and Learning Center, with the above designated spaces, will complement the existing facilities to meet the research and teaching needs of the proposed PhD program.

- *UCO Downtown* – UCO Downtown, located on the lower level of the Carnegie Centre at 131 Dean A. McGee Ave in downtown Oklahoma City, is available for classroom and meeting rooms for the proposed program. It can accommodate up to six classrooms/meeting rooms in the 9,694 ft² space that can be arranged and rearranged to meet multiple needs.
- *UCO 1st and Santa Fe Downtown Facility* – The proposed program will support and have access to the UCO facility at 1st and Santa Fe near downtown Oklahoma City as part of the OKC Innovation District (See <http://www.okcinnovation.com/>). It has 17,798 ft² space for five classrooms, one instructional laboratory, and up to 14 business incubators.

UCO Library Resources

UCO Chambers Library (<http://library.uco.edu>) is located in a 4-story building on the northwest corner of the University of Central Oklahoma campus and is open 106.5 hours each week of the semester. The library holds more than 818,285 items in its collection in all types of formats and circulates more than 45,000 items annually. The Chambers Library maintains a staff of 50 employees including 17 qualified librarians. Access to the library's electronic databases is through the Internet and can be readily obtained from any workstation on campus. Off-campus access via the Internet for the faculty and students is also available. In addition, the library has a wireless network.

The Library serves the research and study needs of students and faculty, and its collections reflect the specialized research interests of the UCO community. Professional librarians serve as liaisons to the academic departments, and each department has a faculty liaison who recommends titles to add to the collection.

Forensic Science Library Resources

The Chambers Library owns or has online access to more than 18,000 forensic books and has spent an average of \$1,533 annually for new forensic science titles each of the last four years. The Library subscribes to more than 74 individual forensic science specific journal titles, as well as multiple databases, including ForensicnetBase, ACS: American Chemical Society, CINAHL, Pubmed, IEEE, Science Direct, SciFinder, and Web of Science, providing full text articles to support the Forensic Science program. Additionally, it recently added two new individual journal titles in 2017: "Science and Justice: Journal of the Forensic Science Society" and the "Journal of Forensic Sciences." Science Direct College Edition and MathSciNet also provide related journal articles. Moreover, the Library subscribes to ProQuest Dissertations & Theses Global, a comprehensive collection of dissertations and theses from around the world. Materials not owned by Chambers Library are obtained through interlibrary loan at no cost to students or faculty.

Computer Science Library Resources

The Chambers Library also maintains access to electronic databases that are directly related to the computer science discipline, including the ACM digital library and the IEEE Computer Society digital library. These databases contain decades of high quality scientific research articles in journals, transactions, professional magazines, and conference proceedings that encompass the full spectrum of the computer science discipline. Additionally, the Computer Science Department is allocated an annual budget by the university for expenditure on other library materials ordered by the faculty to fill specific needs. An interlibrary loan service is available for materials not found in the library.

Engineering Science Library Resources

The Chambers Library owns or has online access to more than 11,000 engineering books and has spent an average of \$3,500 annually for new engineering titles each of the last four years, plus a proportional cost of the ProQuest Academic Complete ebook subscription (approximately \$5,200 per college).

The Library uses Alma from ExLibris as its Integrated Management System and Primo as its Discovery Service to enable federated searching through a single interface. The Library also offers instruction sessions at faculty request and one-on-one research assistance to students.

The Library subscribes to more than 450 individual engineering journal titles, as well as multiple databases, including IOP, ASME, Compendex, CRCnetBase, Inspec, ACM and IEEE IEL Digital Library, providing full text articles to support the Department of Engineering and Physics programs. Science Direct College Edition and MathSciNet also provide related journal articles. Moreover, the Library subscribes to ProQuest Dissertations & Theses Global, a comprehensive collection of dissertations and theses from around the world. Materials not owned by Chambers Library are obtained through interlibrary loan at no cost to students or faculty.

Library database resources ascribed to the College of Mathematics and Science (CMS) totaled \$435,566.48 in FY17. Of these, the following databases are identified as directly supporting the proposed PhD program.

Title
ACM Digital Library (Association for Computing Machinery)
American Physical Society Journals and Archive (PROLA)
ASME Package II
Compendex (Engineering Village)
ENGnetBASE (CRCnetBASE beginning FY17)
Handbook of Measurement in Science and Engineering (Perpetual online access purchase in 2014)
IEEE-Xplore Digital Library (Institute of Electrical and Electronics Engineers)
IEEE Computer Society Digital Library
Inspec
IOPscience Extra (Institute of Physics)
MathSciNet
Science Direct Journals Collection - Physical Sciences Package
Science Direct Reference Works Collection - Physical Sciences
SciFinder Scholar
Web of Science
ForensicnetBase
Pubmed

CINAHL
ACS: American Chemical Society

Forensic Science Equipment

The facilities and equipment currently in place are meeting the current basic requirements for the Forensic Science Institute serving approximately 1000 majors. The Applied Science-Forensic Science PhD program due to its small size will be easily accommodated within the existing and soon-to-exist facilities. To support all of its academic programs and service courses, the department utilizes the equipment in the Forensic Science Institute building and the new STEM Building.

LIST OF FSI EQUIPMENT

Equipment	Total Qty.
2007 Model MCL 900-14 Evidence Collection Vehicle H-8	1
DeltaSphere-3000IR 3D Scene Digitizer	1
Dell Precision M4400	15
WASP Mobile Asset 5 Pro	1
Spex Mini Crimescope	1
Cyanoacrylate Fuming Chamber	1
Spex Mini Crimescope (Alternative Light Source)	1
LCF-Bridge	1
LCF-1600 Microscope	1
NPL-632 Pulse Laser Station	1
PCR Workstation & Cart	1
CellCut Plus Laser Microdissection	1
Leica S8 APO Stereozoom 1.0x - 8.0x 10446298	1
Faro FreeStyle 3D Laser Scanner	1
Sirchie Labkam Ruvis System	1
Focus 3D Laser Scanner	1
AB Genetic Analyzer	1
Dell Mobile Precision 7510	5
Fuji XT1 IR Forensic Camera	30
Real-time PCR Detection System	1
FRED 1100	6

Computer Science Equipment

The Department of Computer Science maintains multiple labs with adequate hardware, software and networking equipment. The department has three Linux servers for general computing, department information, and webserver programming. The department also has one open laboratory and two computerized classrooms for teaching and research.

A detailed inventory of hardware and software of the department is given as follows.

1. MCS-119 (computerized classroom)

- a. 21 general-use workstations (MS Windows)
 - b. 1 grayscale laser printer
- 2. MCS-121 (computerized classroom)
 - a. 21 general-use workstations (MS Windows)
 - b. 1 grayscale laser printer
- 3. MCS-126 (open lab)
 - a. 45 general-use workstations (MS Windows and Mac)
 - b. 1 ADA-compliant workstation (MS Windows)
 - c. 1 grayscale laser printer

Software available in the labs includes:

- 1. Operating Systems
 - a. Ubuntu Linux
 - b. MS Windows
 - c. Mac OS
- 2. Web Browsers
 - a. Internet Explorer
 - b. Mozilla Firefox
 - c. Chrome
- 3. MS Office
 - a. Access
 - b. Excel
 - c. FrontPage
 - d. PowerPoint
 - e. Project Pro
 - f. Publisher
 - g. Visio Pro
 - h. Word
- 4. Remote Access
 - a. WinSCP
 - b. PuTTY
- 5. Programming Languages and IDEs
 - a. MS Visual Studio .NET
 - b. J2EE SDK
 - c. Turbo Pascal
 - d. Fujitsu Cobol
 - e. XLISP-PLUS
 - f. Amzi! Prolog + Logic Server
 - g. Free Pascal
 - h. Gnu C++ (Linux server only)
 - i. NASM assembler
 - j. NetBeans (Java IDE)
- 6. DBMS
 - a. Oracle
 - b. MS SQL Server
 - c. MySQL
 - d. Java DB
- 7. Other
 - a. Adobe Acrobat
 - b. ZipCentral
 - c. Symantec anti-virus
 - d. Spybot – Search & Destroy
 - e. ConTEXT Editor
 - f. X-Win32
 - g. MS PowerToys
 - h. Maple

In addition to the resources listed above, the College of Mathematics and Science (CMS) employs a team of technicians that assist all departments of CMS with their technical needs. The college also maintains Buddy, a 37-node supercomputer funded by the National Science Foundation, which will be accessible for research activities to the PhD students in the proposed program.

Engineering and Physics Equipment

The facilities and equipment currently in place are meeting the current basic requirements for the Department of Engineering and Physics serving approximately 500 majors. The Applied Science-Engineering Science PhD program, due to its small size, will be easily accommodated within the existing and soon-to-exist facilities. To support all of its academic programs and service courses, the department utilizes the following equipment in Howell Hall and the new STEM Building:

LIST OF EQUIPMENT IN ELECTRICAL ENGINEERING LAB

Equipment	Total Qty.
Dell Computer Workstation Optiplex 745	13
GlobalSpecialties Protoboard Workstation PB-503	13
BK Precision Function Generator 20MHz 4040A	13
Tektronix Digital Storage Oscilloscope 100MHz TDS1012	13
CircuitSpecialists DC Power Supply CS15003X5	13
MASTECH Dual Power Supply HY5003	13
BK Precision Benchtop Digital Multimeter 5491B	13
Omega Handheld Multimeter HHM17	13
Extech Handheld Multimeter MiniTec26	13
Handheld C/L Meter MY6243	13
Dell Computer Workstation Optiplex 390	13
NI ELVIS II Design Workstation	13
Tektronix Arbitrary Function Generator 25MHz AFG3022B	13
Tektronix Digital Storage Oscilloscope 100MHz TDS 2014B	13
GWInstek Triple DC Power Supply GPS3303	13
Fluke Benchtop Digital Multimeter 8845A	13
Omega Handheld Multimeter HHM17	13
Extech Handheld Multimeter MiniTec26	13
Handheld C/L Meter MY6243	13

LIST OF EQUIPMENT IN MECHANICAL ENGINEERING LAB

Equipment	Total Qty.
Universal Test Resources Dynamic Testing Station	1
MT 3017 Tensile/Brinell Test Machine	1
ARMFIELD Heat Transfer Service Unit	2
ARMFIELD Linear Heat Conduction Unit	1
ARMFIELD Extended Surface Heat Transfer Unit	1
ARMFIELD Combined Convection and Radiation Unit	1

ARMFIELD HT37 Reconfigurable Plate Heat Exchanger	1
ARMFIELD HT-30XC-B Heat Exchanger Service Unit	1
ARMFIELD F110-B Hydraulics Bench	2
TruTech TU-100 Basic Refrigeration Trainer Unit	1
ARMFIELD HT17 Unsteady Heat Transfer Unit	1
ARMFIELD HT12 Radial Heat Conduction Unit	1
ARMFIELD HT33 Shell & Tube Heat Exchanger Unit	1
Rankin Cycle Steam Turbine Power System Unit	1
ARMFIELD F1-12 Hydrostatic Pressure	1
ARMFIELD F1-15 Hydraulics Bench	1
ARMFIELD F1-16 Bernoulli's Apparatus	1
ARMFIELD F1-17A Impact of a Jet Apparatus	1
ARMFIELD F1-18 Orifice Discharge	1
ARMFIELD F1-22 Energy Loss Pipes	1
ARMFIELD F1-24 Hydraulic Ram	1
NIKON SMZ Stereomicroscope with image software	1
Buehler grinder and polisher	1

LIST OF EQUIPMENT IN BIOMEDICAL ENGINEERING LAB

Optical Table	Optics Research Lab	1
Vibrationless Pedestal	Optics Research Lab	1
Evex micro tension and bend test stage	NanoBioMechanics Lab	1
Malvern CVO rheometer	NanoBioMechanics Lab	1
Test Resources Universal Testing System	NanoBioMechanics Lab	1
AMTI six axis load cell sensors	NanoBioMechanics Lab	1
Sonic ultrasonic vibrator	NanoBioMechanics Lab	1
Precision balance	NanoBioMechanics Lab	1
Infusion pump	NanoBioMechanics Lab	2
Gamma high voltage sources	NanoBioMechanics Lab	3
Electrospun Units	NanoBioMechanics Lab	3
UV photopolymerization units	NanoBioMechanics Lab	1
Galvo FP fiber marking laser system	NanoBioMechanics Lab	1
Nanomagnetics Atomic force m(model ezAFM)	NanoBioMechanics Lab	1
Buhler low-speed diamond precision saw cutter	NanoBioMechanics Lab	1
Magnetic spinner	NanoBioMechanics Lab	1
Ultrasonic cleaner	NanoBioMechanics Lab	1
Iso temperature and pressure oven	NanoBioMechanics Lab	1
MakerBot 3D printer	NanoBioMechanics Lab	1
Minus K vibration isolation table	NanoBioMechanics Lab	1
Zepto plasma etcher	Microsystems Engineering Lab	1
Zepto Reactive Ion etcher	Microsystems Engineering Lab	1
Carver Hot Press	Microsystems Engineering Lab	1

Spin Coater	Microsystems Engineering Lab	1
UV curer	Microsystems Engineering Lab	1
Ultra-precision sonicator	Microsystems Engineering Lab	1
High precision micro balance	Microsystems Engineering Lab	1
Full Spectrum laser system for micromachining	Microsystems Engineering Lab	1
Custom Micro-PIV modules	Microsystems Engineering Lab	1
Corning hot/stirrer plate	Microsystems Engineering Lab	1
Evleflow Microfluidic flowmeter	Microsystems Engineering Lab	1
Corona hand held plasma surface activator	Microsystems Engineering Lab	1
Gamma high voltage power source	Microsystems Engineering Lab	1
Vaccum chamber	Microsystems Engineering Lab	1
EXAKT grinder and polisher	Tissue Engineering Lab,	1
EXAKT Precision adhesive press	Tissue Engineering Lab	1
EXAKT prcision diamond pathology saw	Tissue Engineering Lab	1
EXAKT UV curing station	Tissue Engineering Lab	1
NuAirus autoflow water-jacketed CO2 incubator	Tissue Engineering Lab	1
NuAir biological safety cabinet (model -425-400)	Tissue Engineering Lab	1
Tuttnauer Tabletop Autoclaves (model 2540EP)	Tissue Engineering Lab	1
Inverted phase contrast fluorescent microscope	Tissue Engineering Lab	1
Nikon SMZ1000 steromicroscope + NIS BR software	Tissue Engineering Lab	1
Control temprature incubator	Tissue Engineering Lab	1
VWR Vortex	Tissue Engineering Lab	1
Fisher Scientific 3000 rpm Centrifuger	Tissue Engineering Lab	1
Suction pump	Tissue Engineering Lab	3
Corning hot/stirrer Plate.	Tissue Engineering Lab	2
Variable speed shaker	Tissue Engineering Lab	2
Spectrophotometer	Tissue Engineering Lab	2
Qualitest tension/compression tester (T3 series)	Mechanical Engineering Lab	1
Buhler polisher	Mechanical Engineering Lab	1

Cell incubator	Biophotonics Research Lab	2
Laminar flow hood	Biophotonics Research Lab9	1
TC20 Automated Cell counter	Biophotonics Research Lab	1
Microscope	Biophotonics Research Lab	2
Thermo holder for cell	Biophotonics Research Lab	1
Fridge (4° C)	Biophotonics Research Lab	3
Fridge (-20° C)	Biophotonics Research Lab	1

Eppendorf centrifuge 5418R	Biophotonics Research Lab	1
Centrifuge for cells	Biophotonics Research Lab	1
Water Bath	Biophotonics Research Lab	1
Electronic balance (accuracy: 0.1mg)	Biophotonics Research Lab	1
Laser power/density meter	Biophotonics Research Lab	2
1064-nm laser (20 watts)	Biophotonics Research Lab	1
980-nm laser (15 watts)	Biophotonics Research Lab	1
805-nm laser (25 watts)	Biophotonics Research Lab	2
805-980 nm dual wavelength laser (30 watts)	Biophotonics Research Lab	1
Omega Temp Data Acquisition Sys	Biophotonics Research Lab	1
Olympus Flurecence Microscope	Biophotonics Research Lab	1
Heated ultrasonic cleaner	Biophotonics Research Lab	1
Hot plate stirrer	Biophotonics Research Lab	5
Microplate Reader	Biophotonics Research Lab	1
UV-vis spectrophotometer	Biophotonics Research Lab	1
Thermal Imager	Biophotonics Research Lab	2

Computerized Speech Lab (CSL 4500)	Speech Research Lab	1
National Instrument PXIe-1073	Speech Research Lab	1
Cochlear Implant Speech Processor and devices	Speech Research Lab	1

Nikon inverted microscope	Cell Biomechanics Research Lab	1
TMC vibration isolation table	Cell Biomechanics Research Lab	1
Kopf microneedle puller	Cell Biomechanics Research Lab	1
Vision Research high-speed digital camera	Cell Biomechanics Research Lab	1
Brookfield viscometer	Cell Biomechanics Research Lab	1
Thorlabs OCT imaging system	Cell Biomechanics Research Lab	1

Computer Facilities and Equipment

With support from NSF funding, a high performance Linux computer cluster was installed at UCO in 2015 for teaching and research requiring large-scale parallel computation. The cluster allows multiple users to work on problems much larger or having longer compute time than any one computer can handle alone. The UCO cluster consists of 37 nodes and has an aggregate peak speed of ~32 TFLOPS. Software installed on the computer includes ANSYS, COMSOL, MATLAB, Mathematica, R, and R-Studio which are available for research and education of students, faculty and staff at the university, as well as researchers across the state.

The department also operates a mechanical shop equipped with a

- Stratasys Object 30 Pro 3D printer
- Lathe
- Bridgeport mill

and other equipment for student use in support of research projects.

The department utilizes an Electrical Engineering Laboratory Associate to manage and maintain the electrical engineering laboratories and equipment. The department also utilizes a general Laboratory Manager to oversee ordering of supplies for labs, classrooms, work areas, and student and faculty projects.

The following software is utilized directly in engineering courses:

- Multisim
- Lab VIEW
- MATLAB
- ANSYS
- SolidWorks
- C Prog – Cygwin
- C-Prog Code Warrior
- C-Prog CodeComposeStudio
- PBasic/PicBasic
- VHDL-Altera Quartus.
- Wolfram Mathematica
- Multiphysics COMSOL
- SPSS 18.0
- Adobe Pro
- Microsoft Office Suite – Project Pro, Access, Publisher, SharePoint Designer, Visio Pro.

VI. Demand and Capacity

The request must provide detailed local and regional demand beyond general state and national labor department industry and occupational projections, with a rationale of how the request serves an unmet workforce need. The institution must also demonstrate sufficient capacity and infrastructure to support the level of academic program requiring the function change, as well as the capacity to provide the content of the academic program requested.

The proposed program will recruit students from within Oklahoma, as well as regionally, nationally, and internationally. We expect to have students with educationally and culturally diverse backgrounds. We also expect that students will come from current employees in government agencies and private industry within Oklahoma desiring to advance their careers by continuing their education in an accessible program with evening courses and online courses.

Attracting students to the proposed program should not be difficult. Sources of potential students for the program include

- (1) Current master's-level graduate student pool;
- (2) Working professionals in the OKC metropolitan area who want to pursue a terminal degree;
- (3) Non-local students attracted by the applied science nature of the program;
- (4) Traditional international students interested in a PhD degree; and
- (5) Exchange students.

Like most doctoral programs, the proposed PhD in Applied Science will be small by usual standards because of the nature of the degree. The enrollment at UCO in related master's programs from the UCO Factbook is given in the following table:

UCO Master's Program	Fall 2017	Fall 2018
Computer Science	11	10
Engineering Physics	25	25
Forensic Science	31	24

Nationally, approximately 33% of Master's students in the fields of computer science and engineering have traditionally gone on to a PhD program. If this trend holds for the above UCO master's graduates, the UCO programs alone should be able to supply approximately 10 PhD candidates for each of the majors in the program for a total of 30 students. To be on the conservative side, we have more than halved this for the projected student demand estimate given in Table 5 below.

In support of UCO's vision and mission, the following information was gathered to demonstrate the need for a PhD program in Applied Science:

- Students interest for the PhD degree program – A survey was given to UCO's forensic science, computer science, and engineering physics graduate students in the Fall of 2018. The response rate to the survey was 67%. Out of the 46 students who responded to the survey, 37 (80%) indicated they would likely apply for admission to the PhD program in Applied Science after they complete their master's degree if it is offered. The survey report is included in Attachment 5.
- Graduate students are the main work force in research activities – The graduate students admitted to the program will help enhance the quality of the research conducted by the faculty. This is essential for applying to research grants from sources such as the National Science Foundation (NSF), National Institutes of Health (NIH), the Department of Education (DOE), and the Department of Defense (DoD), to list a few as well as private foundations.
- Occupations needing a PhD STEM degree are projected to grow. The current U.S. Department of Labor Occupational Outlook Handbook's employment projections for 2016-2026 reports the following for PhDs (see www.bls.gov/ooh/):

STEM Field	Projected Increase in Number of Jobs 2016-2026
Computer Science	+19%
Forensic Science	+17%
Engineering	+15%
Physics	+14%
Average	+16.2%

These are all more than double the expected increase for all job fields which is projected to be +7% over the same decade.

The latest data available nationally for the number of PhDs produced is given Table 3 below for Computer Science, Engineering and Physics. No information is available on the number of PhDs produced in Forensic Science since the first PhD program in this area was just started in 2015.

State or location and institution	Total: Physics, Computer Science, Engineering	Physics		Computer Science		Engineering									
		Total	Physics and astronomy	Total	Computer and information sciences	Total	Aerospace, aeronautical, and astronautical	Bioengineering and biomedical	Chemical	Civil	Electrical, electronics, and communications	Industrial and manufacturing	Materials science	Mechanical	Other engineering
All institutions in U.S.	13,875	2,321	2,321	2,085	2,085	9,469	369	1,089	923	565	1,827	256	985	1,299	2,156
Oklahoma	130	17	17	13	13	100	3	3	15	6	21	4	3	14	31
Oklahoma State U., Stillwater	64	10	10	5	5	49	3	2	5	6	11	2	2	9	9
U. Oklahoma, Norman	50	6	6	5	5	39	0	1	8	0	10	2	0	2	16
U. Tulsa	16	1	1	3	3	12	0	0	2	0	0	0	1	3	6

Table 3. Number of PhDs Confirmed in 2016

This can be compared to the demand for PhDs in these areas given in Table 4. The extreme undersupply of PhDs in these technical areas both on a state and national level exhibited in the data has been cause for concern for some time now. The situation is perhaps even more dire than the data in Table 3 might suggest when it is noted that more than 50% of the PhDs in computer science, engineering and physics are international students, and most (>90%) of the jobs currently advertised are for positions in government agencies and private sector industries that require U.S. citizenship or permanent resident status.

Search Terms	Number of Jobs Advertised on 6/5/18 (indeed.com search)	
	Oklahoma	Nationally
Engineering PhD	85	12,871
Computer Science PhD	71	9,316
Physics PhD	49	3,681
Forensic Science PhD	2	143
TOTAL	207	26,011

Table 4. Job Openings for PhD's

(From <http://indeed.com> search on 5 June 2018)

Estimated Student Demand for the Program

Project estimated student demand for the first five years of the program.

Academic Year	Degrees Conferred	Majors (Headcount) Fall Semester
2019-2020	0	3
2020-2021	0	6
2021-2022	0	10
2022-2023	2	15
2023-2024	3	15

Table 5. Projected Student Demand for Program

VII. Complement to Existing Functions and Programs

The proposed function exception request and associated program request must show how it will strengthen and enrich existing offerings at the institution. Assuming the new function and associated program will build on existing programs, describe the success of current programs offered in the same field as the function exception request, and describe the plan to maintain productivity and faculty resources in previously approved programs prior to the function exception, if approved.

It is expected that the addition of a Applied Doctoral Program in Forensic Science, Computer Science, and Engineering Science will enhance and attract higher quality master's students to the current master's programs in Forensic Science, Computer Science, and Engineering Physics as well as the Professional Science Master's Program at UCO. These master's programs have robust enrollment due to demand in the STEM fields with Fall 2018 enrollments given in the table below.

M. S. Program	Number of Students (Fall 2018)
Forensic Science	26
Computer Science	10
Engineering Physics	25
Professional Science Masters	8

The PhD students will interact with master's students in these fields in the research labs and also help mentor for students participating in research experiences as undergraduates. This will allow UCO to expand their efforts in promoting undergraduate research by serving more undergraduates than is possible with research faculty alone.

VIII. Unnecessary Duplication

The proposed function exception request and associated new program request must provide evidence that no acceptable provider(s) of the needed function and program within the board's governance can be identified, or that the request is not duplicative of another institution with the requisite function and degree program within the board's governance. (Note: Demand and capacity of programs at other State System institutions, but not under the Oklahoma State Regents for Higher Education 18 board's governance, must be addressed in 3.2.6.B.). Demonstrate that the new function and associated new program is in the long-term interests of the requesting institution. Provide an analysis of the impact on other institutions and programs under the board's governance. (Note: Unnecessary duplication of programs at other State System institutions, but not under the proposing institution's board governance, must be addressed in 3.2.6.B.).

There are no applied science PhD programs in Oklahoma with CIP code 30.0000. There are PhD programs at Oklahoma State University and the University of Oklahoma as well as the University of Tulsa in computer science and engineering. Oklahoma State University-CHS in Tulsa has recently received approval for a PhD program in forensic science. However, none of these are primarily designed to produce graduates for employment in government agencies and private industry. The proposed program would be the only PhD program requiring an internship component.

The proposed PhD program differs fundamentally from doctoral programs at Oklahoma State University, the University of Oklahoma, and other universities in the region by its strong emphasis on applied science innovation with graduates trained specifically for entry into the government and private sector workforce. It is the only program that requires an internship, management, and technical writing courses. We recognize that programs at other institutions do include applied research but these programs are more directed toward fundamental research and the production of graduates to enter the academic workforce.

While the area-specific coursework in the proposed program will lay a broad foundation for further study and research in computer science, engineering science, or forensic science, the research carried out in the program will necessarily be focused in specific areas largely defined by the expertise of the affiliated faculty. Emphasis will be placed on interdisciplinary applied research of interest to local industry.

The specialized nature of graduate-level research means that there is very little overlap in research areas between researchers at other universities in Oklahoma and even the region. Faculty members at OSU, OU, and TU are seldom in direct competition with each other for funds from federal agencies, foundations, etc. They compete nationally for major research funding but they also cooperate locally with resource and test equipment sharing. For example, UCO has actively participated in the NIH-funded Oklahoma INBRE (IDeA Networks of Biomedical Research Excellence) since its inception. This program partners with large and small Oklahoma universities and champions innovative, supportive and sustainable research environments for faculty and students conducting biomedical research. The specialized areas of research expertise of the participating UCO faculty do not currently overlap with those of researchers at OSU and OU and we expect that to continue to be the case and that the expertise of the faculty of the three universities will complement each other.

As a metropolitan university, UCO tends to see much larger numbers of nontraditional students who work full-time or nearly full-time jobs, and often support families. Traditional PhD programs are simply out of reach for such students. Like the master's programs at UCO, the proposed program will offer sufficient courses in late afternoons and evenings as well as online courses to make it easier for nontraditional students to make satisfactory progress toward their degree locally while continuing to work at their current job. Without this flexibility, they would most likely remain in their current job or seek a less rewarding career.

The diversity of departments (Forensic Science, Computer Science, Engineering and Physics) participating in the proposed PhD program has created numerous multidisciplinary student and faculty research projects.

IX. Collaborations or Alternative Forms of Meeting Local Needs

The request must provide detailed evidence and explanation that opportunities for improved quality, delivery, and cost savings achieved through collaboration of multiple institutions under the board's governance for traditional or online offerings have been thoroughly explored, and report the outcomes of this exploration

The prospectus in Attachment 3 was sent to the list of contacts given in Attachments 4a, 4b, and 4c in May 2018 for information and comments.

To meet the needs of UCO students who desire an academic degree higher than the master's level available at UCO, a joint doctoral degree program with Swansea University, Wales, United Kingdom, has been

established since Fall 2011 (see Program Manual in Attachment 6). UCO students work with mentors at Swansea University and the University of Central Oklahoma to complete research theses and receive their degrees. To date, three students in the Swansea@UCO international partnership have obtained doctoral degrees from Swansea University with two additional students slated for oral defense in Fall 2018. Each of the conferred degrees and anticipated completed degrees from Swansea University are exclusively in the areas of humanities.

Under the Swansea@UCO Agreement, the doctoral degree program is also available to UCO students in non-humanities disciplines. Efforts have been made to enroll UCO STEM students in the Swansea@UCO doctoral degree program. However, so far, such efforts have been unsuccessful resulting in zero applications throughout the 7-year history; this is mainly due to the necessity of hands-on research experience under the close direction and supervision of faculty expected in the STEM fields.

Furthermore, requests have been made to relevant state institutions to establish joint efforts toward a similar doctoral degree partnership. However, such requests have not received the desired support.

Efforts of creating a joint program with institutions in and outside of the State of Oklahoma have not been successful. The focus areas of the proposed program are unique such that duplications with existing programs in the state do not exist. Therefore, UCO proposes this doctoral program alone.

X. Institutional Costs, Funding, and Sustainability

The request must provide details outlining the institutional costs and funding sources for a ten-year time span, and provide detailed information regarding the long-term sustainability of the requested function exception and associated program beyond the initial approval period. This will include operational costs as well as accreditation costs. The institution must provide an assessment of overall financial health of the institution for the most recent period as reported to its accreditor and/or other regulators. Detailed forms are available in the State Regents' Academic Affairs Procedures Handbook.

Cost/Funding Summary:

Program Resource Requirements

A. Funding Sources	Year of Program				
	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year
Total Resources Available from Federal Sources	\$200,000	\$300,000	\$400,000	\$500,000	\$600,000
<i>Explanation: Current external research grants for the College of Mathematics and Science and Forensic Science Institute at UCO are over \$400,000/yr. It is expected that at least half of the external research funding will be used to support the PhD program. With the PhD program in place it is estimated that the external funding should at least double in three years, and continue to increase. In addition, the indirect costs from these external grants allocated to the individual investigators as well as to CMS and FSI will also be used to support the PhD program.</i>					
Total Resources Available from Other Non-State Sources	\$22,000	\$69,000	\$116,000	\$250,000	\$250,000
<i>Explanation: Estimate for industry support for internship and/or fellowships (1/3 of the total graduate assistantship) and private donations.</i>					
Existing State Resources	\$0	\$0	\$0	\$0	\$0
<i>Explanation: We are not requesting additional State allocation.</i>					
State Resources Available through					
internal Allocation and Reallocation	\$74,000	\$98,000	\$180,000	\$220,000	\$220,000

A. Funding Sources	Year of Program				
	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year
<i>Explanation: Based on line items Graduate Lectureships and CeCe Online Support in Table 10 of Attachment I. The PhD candidate will be assigned teaching duties as a part of their training (they will not be paid for these duties since they will be paid an overall stipend, as listed as Table B below). They will teach classes and labs which are currently taught by temporary full-time lecturers and adjunct faculty.</i>					
Student Tuition	\$17,712	\$35,424	\$59,040	\$88,560	\$88,560
<i>Explanation and Calculations (Note: Tuition calculation should be based on the estimated student demanded indicated in section F "Demand for the Program" of this form): Based on Table 1 and Table 4 of Attachment I using resident tuition rate of \$328/credit hour for residents and non-residents.</i>					
TOTAL	\$313,712	\$502,424	\$755,040	\$1,058,560	\$1,118,560

B. Breakdown of Budget Expenses/Requirements	Year of Program				
	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year
Administrative/Other Professional Staff	\$24,000	\$36,000	\$54,000	\$78,000	\$78,000
<i>Explanation: Based on faculty re-assignment time for faculty administration, teaching and research in support of the PhD program using \$1000/Credit hour (adjunct professor rate).</i>					
Faculty	\$100,000	\$200,000	\$300,000	\$400,000	\$400,000
<i>Explanation: Total of four additional faculty with one added each year for first four years of program startup.</i>					
Graduate Assistants	\$74,856	\$149,712	\$249,520	\$374,280	\$374,280
<i>Explanation: Based on Table 7 and typical assistantship of up to \$22,000/year and Tuition Waiver of Table 8 in Attachment I.</i>					
Student Employees	\$0	\$0	\$0	\$0	\$0
<i>Explanation: NA</i>					
Equipment and Instructional Materials	\$30,000	\$60,000	\$100,000	\$150,000	\$150,000
<i>Explanation: Consumables and equipment for doctoral research projects. Based on Table I of Attachment I for number of students in the program and allocating \$10,000 per research student.</i>					
Library	\$800	\$800	\$800	\$800	\$800
<i>Explanation: These estimates are based on the current budgeted library materials costs allocated to the Engineering Physics Master's Program.</i>					
Contractual Services	\$100	\$100	\$100	\$100	\$100
<i>Explanation:</i>					
Other Support Services	\$3,654	\$3,654	\$3,654	\$3,654	\$3,654
<i>Explanation: These estimates are based on the current budgeted contractual costs currently allocated to the Engineering Physics Master's Program with 25 graduate students in the program.</i>					
Commodities	\$0	\$0	\$0	\$0	\$0
<i>Explanation: These estimates are based on the current budgeted contractual costs currently allocated to the Engineering Physics Master's Program with 25 graduate students in the program.</i>					
Printing	\$168	\$168	\$168	\$168	\$168
<i>Explanation: These estimates are based on the current budgeted contractual costs allocated to the Engineering Physics Master's Program with 25 graduate students in the program.</i>					

Telecommunications	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380
<i>Explanation: These estimates are based on the current budgeted contractual costs allocated to the Engineering Physics Master's Program with 25 graduate students in the program.</i>					
Travel	\$3,010	\$3,010	\$3,010	\$3,010	\$3,010
<i>Explanation: These estimates are based on the current budgeted travel costs allocated to the Engineering Physics Master's Program with 25 graduate students in the program outside travel funded by external grants.</i>					
Awards and Grants	\$0	\$0	\$0	\$0	\$0
<i>Explanation: NA</i>					
TOTAL	\$237,968	\$454,824	\$712,632	\$1,011,392	\$1,011,392

XI. Review and Assessment

The request must include detailed information on the evaluation procedures, including accreditation (institutional and programmatic) requirements for the requested exception and associated new degree program request.

Program Review and Assessment Process (Continuous Improvement Process)

Efforts will be made in designing the program and related coursework to ensure the content and expectations of the 6000-level courses will be significantly higher than the 5000-level coursework. Specific emphases will be placed in the following.

1. PhD graduates must demonstrate independent problem-solving and research skills.
2. PhD graduates must demonstrate the ability to publishable quality research papers.
3. PhD graduates must demonstrate the ability to apply industry-specific management techniques.
4. PhD graduates must demonstrate skills and training above the master's level.

This program, like all university academic programs, will be reviewed annually under UCO's assessment process. The proposed program will use the following for its assessment instrument.

Program Learning Objective/ Intended Outcome: Graduates of the program can function effectively in their area of expertise.			
Assessment Performance	Implementation	Evaluation Criteria	Outcome
Student demonstrates knowledge of key principles, methodologies, and subject areas within discipline.	All graduate coursework is graded.	Student must have 3.0 cumulative GPA on a 4.0 scale.	Outcome is either 'Met' or 'Not Met'.
Student demonstrates knowledge of key principles, methodologies, and subject areas within discipline.	Doctoral exam with both written and oral components is administered by the student's doctoral committee.	Student must pass both components of the exam.	Outcome is either 'Met' or 'Not Met'.
Student persuasively demonstrates significance, originality, and plausibility of the dissertation research.	Student makes an oral presentation and defense of dissertation research.	Advisor is surveyed after dissertation defense. Committee approves /disapproves dissertation.	Outcome is either 'Met' or 'Not Met'.
Student writes a solid dissertation that confirms	Students provide written dissertation of their research	Advisor is surveyed after dissertation defense.	Outcome is either 'Met' or 'Not Met'.

mastery of the field. Dissertation demonstrates the identification of and solution to research problems.	findings during defense.	Committee approves /disapproves dissertation.	
Student is required to author/co-author articles for conferences or in refereed and/or well respected journals.	PhD student is required to produce and submit one paper at time of degree completion.	Student must have submitted at least one first authored peer-reviewed publication.	Outcome is either 'Met' or 'Not Met'.
Successful post-graduate employment in an applied science environment relevant to the student's major.	Students are surveyed after graduation.	At least 90% of program graduates are relevantly employed within six months after graduation.	Outcome is either 'Met' or 'Not Met'.

Evaluation of Faculty

Faculty are evaluated through a process outlined in the UCO Faculty Handbook. This process includes an evaluation by peers, by the department chair, and by the dean. The frequency of evaluation depends on whether the faculty member is non-tenured, part-time, tenure-track, or tenured.

Students evaluate each faculty member in each course taught using the Student Perception of Instructional Effectiveness (SPIE) instrument. These are administered in fall, spring, and summer semesters, unless enrollment is too low to preserve student anonymity. Students provide a numerical evaluation of the course and instructor, as well as open ended comments. These evaluations are included in the faculty review process described above.

March 31, 2019

Ms. Sheridan McCaffree, Executive Director
Regional University System of Oklahoma
3555NW 58 Street, Suite 320
Oklahoma City, OK 73112

RE: Request for Change in Academic Nomenclature

Dear Ms. McCaffree:

In accordance with OSRHE policy 3.8.2 C, the University of Central Oklahoma (UCO) would like to request approval of the following nomenclature change with an effective implementation date of Fall 2019.

• **Department of Design within the College of Fine Arts and Design to School of Design**

Rationale: Design is the second largest department within the College of Fine Arts and Design with 253 undergraduate and graduate students enrolled. Design has grown significantly in credit hour production over the past five years (see table below) and has demonstrated increased retention rates by working to directly engage students in major coursework from the very first day of class.

Year	2014	2015	2016	2017	2018
Majors by Year	246	230	245	231	253
Credit Hour Production	3339	3339	3546	3782	3997

Renaming the Department of Design as the School of Design will 1) *expand opportunities for funding*, 2) significantly *expand recruitment opportunities* via search engine optimization (SEO), and 3) *increase the value of the degree*. The Department of Design has distinguished itself in many ways, including the following: 1) offering one of few programs in the country in which students study graphic or interior design from their very first course; 2) offering the only 60 hour terminal degree at UCO; and 3) being first in the state to offer an M.F.A. in design; 4) offering the only 60-hour terminal M.F.A. in Illustration in the state and being one of only 10 universities in the country to offer this degree. Since 2014, UCO Design students have won 921 design awards in externally juried competitions at local, regional, national and international venues.



Many of UCO's Metropolitan peers have Schools of Art and/or Design including Wichita State University, Texas State University, Kennesaw State University, University of Central Missouri, Northern Kentucky University, and Portland University. Consequently, the proposed name change will more clearly articulate Design's role in the discipline relative to our existing and aspirational peers. Indeed, a study benchmarking UCO's aspirational peers found that the use of "School" is quite typical among top 20 design schools including:

- Parsons, The New School of Design, New York
- Carnegie Mellon School of Design, Carnegie Mellon University, Pennsylvania
- Stanford, the d. School, Stanford University, California
- School of the Art Institute of Chicago, Illinois
- Pratt Institute, School of Design, New York
- Yale, School of Design, Connecticut
- New York School of Interior Design, New York
- School of Architecture and Interior Design, University of Cincinnati, Ohio

Additionally, the proposed name change from "Department" to "School" opens doors for international recruitment. As confirmed by UCO's Office of Global Affairs, internationally a School is viewed as significantly more prestigious than a Department.

Nationally, the name change will assert UCO's role in design education, while lending academic "weight" and marketing value to our program. The distance between UCO and the first top 20 institution, the School of the Art Institute of Chicago, is 793 miles. This is a ring of opportunity, and the name change will allow UCO to maximize recruitment.

Faculty Support: Feedback from colleagues within the college and campus-wide reflect strong support for the name change as it enhances the professional identity of faculty colleagues and programs within the department and the disciplinary focus areas round which their scholarly efforts are focused. Therefore, it is believed that the name change to School of Design clearly identifies the program's emphasis on providing a world-class design education and a commitment to elevating student learning outcomes.

Resources: The change in department name would not require additional funding or resources beyond those already being provided by the college and University. There will be no need for additional resources to support the name change. The only related expenses will be those associated with reprinting of materials such as stationery, business cards, etc.

Your consideration of this request is appreciated. Please feel free to contact Dr. John Barthell, Provost and Vice President for Academic Affairs, at (405) 974-3371 or me with any questions or comments.

Respectfully,

A handwritten signature in black ink, appearing to read 'Don Betz', is written over the word 'Respectfully,' and extends down over the printed name.

Don Betz, Ph.D.
President

Office of the President

100 North University Drive • Edmond, Oklahoma 73034
Phone (405) 974-2311 • Fax (405) 359-5841 • www.uco.edu



March 27, 2019

Regent Connie Reilly
Regional University System of Oklahoma
Landmark Tower, Suite 320
3555 N. W. 58th Street
Oklahoma City, OK 73112

RE: April Facilities Stewardship Committee

Dear Regent Reilly:

Please place Southeastern Oklahoma State University on the Facilities Stewardship Committee Agenda for April 2019 for the following items:

In accordance with Board policy 2.4, Public Construction and Improvement Projects, Southeastern Oklahoma State University is reporting the following projects:

Project Number: 660-0800
Durant Campus Deferred Maintenance

- 1) Visual and Performing Arts Center Roof Repair
 - Amount: \$29,870
 - Source of Funding: E&G Deferred Maintenance
 - Vendor: All Seasons Contracting

- 2) Fine Arts Flooring
 - Amount: \$38,295
 - Source of Funding: E&G Deferred Maintenance
 - Vendor: Herron's Carpet One

- 3) Magnolia House Pavilion Repair
 - Amount: \$49,991.65
 - Source of Funding: Donated Funds
 - Vendor: Redux Remodeling

1) Bloomer Gym Roof Repair

Amount: \$64,375
Source of Funding: E&G Deferred Maintenance
Vendor: All Seasons Contracting

In accordance with Board policy 2.4, Public Construction and Improvement Projects, Southeastern Oklahoma State University is requesting approval to bid and award to the lowest and best possible candidate Construction Manager services for the following project:

1) Bloomer Sullivan Gymnasium Renovation

Project Number: 660-0316
Project Description: Bloomer Sullivan Gymnasium is approximately 14,000 square feet. This project will divide the space into 2 separate rooms by constructing a wall from floor to ceiling. The rooms will house a Volleyball competition/practice basketball gym of approximately 9500 square feet and a strength and conditioning area of approximately 4500 square feet. Upgrades to the HVAC, lighting, scoreboards, painting, entry/exits and court floor will be included in this project.
Amount: \$500,000 estimated
Source of Funding: Auxiliary, Donated Funds, E&G Deferred Maintenance
Vendor: To Be Determined

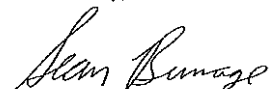
In accordance with Board policy 2.3.4, Purchases exceeding \$150,000, Southeastern Oklahoma State University is requesting approval to purchase the following items:

1) Strength & Conditioning Equipment

The equipment will include traditional weight room equipment to be utilized by the SE student community. The strength and conditioning weight room equipment will be housed in the newly renovated strength and conditioning area of approximately 4500 square feet.

Project Number: 660-0316
Project Description: Bloomer Sullivan Gymnasium
Amount: Not to exceed \$225,000
Source of Funding: Auxiliary & Donated Funds
Vendor: To Be Determined

Sincerely,



Sean Burrage
President



UNIVERSITY OF
Central Oklahoma

Date: April 12, 2019

To: Board of Regents of the Regional University System of Oklahoma
Facilities Stewardship Committee Chair, Connie Reilly

From: President Don Betz

University of Central Oklahoma

April 2019 Facilities Stewardship Committee

1. Approval Items:

a. Annual Campus Capital Master Plan

Request approval of the Fiscal Year 2020 Campus Master Plan for Capital Improvements projects to forward to the Oklahoma State Regents for Higher Education for approval and forward to the State Long Range Planning Commission. Refer to the attached Long Range Capital Planning Commission Agency Summary by Priority for Fiscal Years 2021 to 2025.

b. Project #120-0047 Max Chambers Library Renovation Misc.

Project Description: Request approval to make ADA improvements, in an amount not to exceed \$200,000, to both men's and women's restrooms on the south side of the first floor of the Chambers Library.

Requested Funding Approval: \$200,000

Budget Breakdown: \$200,000 Construction

Job Order Contractor: NA

Congruent with Facility Master Plan or Strategic Plan?: Yes

Revenue Sources: Library Reserve Deferred Maintenance Fee Funds

c. On Call Construction Manager(s) at Risk for Minor Projects

Project Description: Request approval to select Construction Managers at Risk for specific use in minor projects, project costs ranging from a few thousand dollars up to \$1,000,000. The following Construction Managers were selected from those that were registered with the State to provide minor services:

1. Lingo Construction Services, Inc.
2. Lippert Bros. Construction, Inc.
3. Red Sky Contractors, Inc.
4. JE Dunn Construction, Inc.

At this time, UCO desires to select and utilize these firms to provide Construction Manager professional services as well as provide Construction Manager at Risk construction services for bidding and construction of minor projects. These firms will be offered an initial one-year contract term with option for renewal of contracts on an annual basis for up to five years.

2. Information Items:

a. Project # 120-0032 Sports Complex Improvements (SPC Phase 1)

Project Description: Final completion and closeout of construction contract with JE Dunn for the Sports Performance Center Phase 1 on January 25, 2019. Total construction contract cost in the amount of \$11,568,787. The total project cost, including non-construction costs, is within the approved amount of \$14,000,000.

b. Project # 120-0008 Liberal Arts Renovation & Addition

Project Description: Change Order # 4 in the amount of \$24,818 to Lippert Bros., Inc., for Liberal Arts Renovation & Addition, was issued to include additional millwork, modification to elevator enclosure, and additional light fixtures.

c. Project # 120-0094 New Math Science/Lab Building (STEM)

Project Description: Change Order # 32 in the amount of \$21,622 to Lippert Bros Inc., for New Math Science/Lab Building (STEM), was issued to include additional window shades, revised curtains at nursing lab, and power to exterior emergency phone.

d. Project # 120-1090 New Dining Center

Project Description: Change Orders # 3 and # 4 was issued to Lingo Construction Services, Inc. to include cost deductions and additions for the following items:

1. Change Order # 3 in the amount of \$16,884 was issued to include the cost deduct for the detention pond removal and additional cost for raising grades along Ayers Street.
2. Change Order # 4 in the amount of \$23,161 was issued to include cost deducts for Ayers Street storm improvement allowance and checkered plate at walks, and additional costs for storm sewer modifications and site paving additions.

e. Project # 120-0079 Business Building Renovation and Additions

Project Description: As previously approved by the Board at their April 13, 2018 meeting, awarded contract to Timberlake Construction Inc., Construction Manager at Risk for Multiple Projects, in the amount of \$394,203 for Business Restroom Improvements Phase 2, renovation of first and second floor restrooms, south side.

f. Miscellaneous Job Order Contract Contracts

Completed Contracts over \$25,000 and less than \$250,000:

Project Description: Awarded to Alpha Building Corporation for the Academy of Contemporary Music ADA restroom remodel, fourth floor.

Fund Source: E&G.....\$88,032

Project Description: Awarded to Alpha Building Corporation for Chambers Library 100, 101 and 101A renovations.

Fund Source: Library Fees.....\$36,558

Project Description: Awarded to Alpha Building Corporation for NUC room 121 and 124, One Stop Renovation.

Fund Source: E&G and Vending Royalties.....\$97,769

g. Annual Renewal for Construction Manager at Risk for Multiple Projects

Timberlake Construction, Inc. is currently the Construction Manager at Risk for Multiple Projects for work not to exceed \$5,000,000 per project based upon prior Board approval on January 29, 2016. The annual renewal of the Construction Manager at Risk for Multiple Projects was sent to Timberlake Construction Inc., on March 12, 2019. This will be the third annual renewal, for the fourth year term of Timberlake Construction Inc. as Construction Manager at Risk for Multiple Projects.

Attachments: Campus Map

 Annual Campus Capital Master Plan

 Change Order Form Liberal Arts Renovation and Addition

 Change Order Form New Math Science/Lab Building (STEM)

 Change Order Form New Dining Center

APRIL 12, 2019



Minutes for April 12, 2019

Project # 120-0032 Sports Complex Improvements (SPC Phase 1)
2. a.

Project # 120-1090
New Dining Center 2. d.

Project # 120-0079 Business Building
Renovation and Additions 2. e.

Project # 120-0008 Liberal Arts
Renovation & Addition 2. b.

Project # 120-0094 New Math Science/Lab
Building (STEM) 2. c.

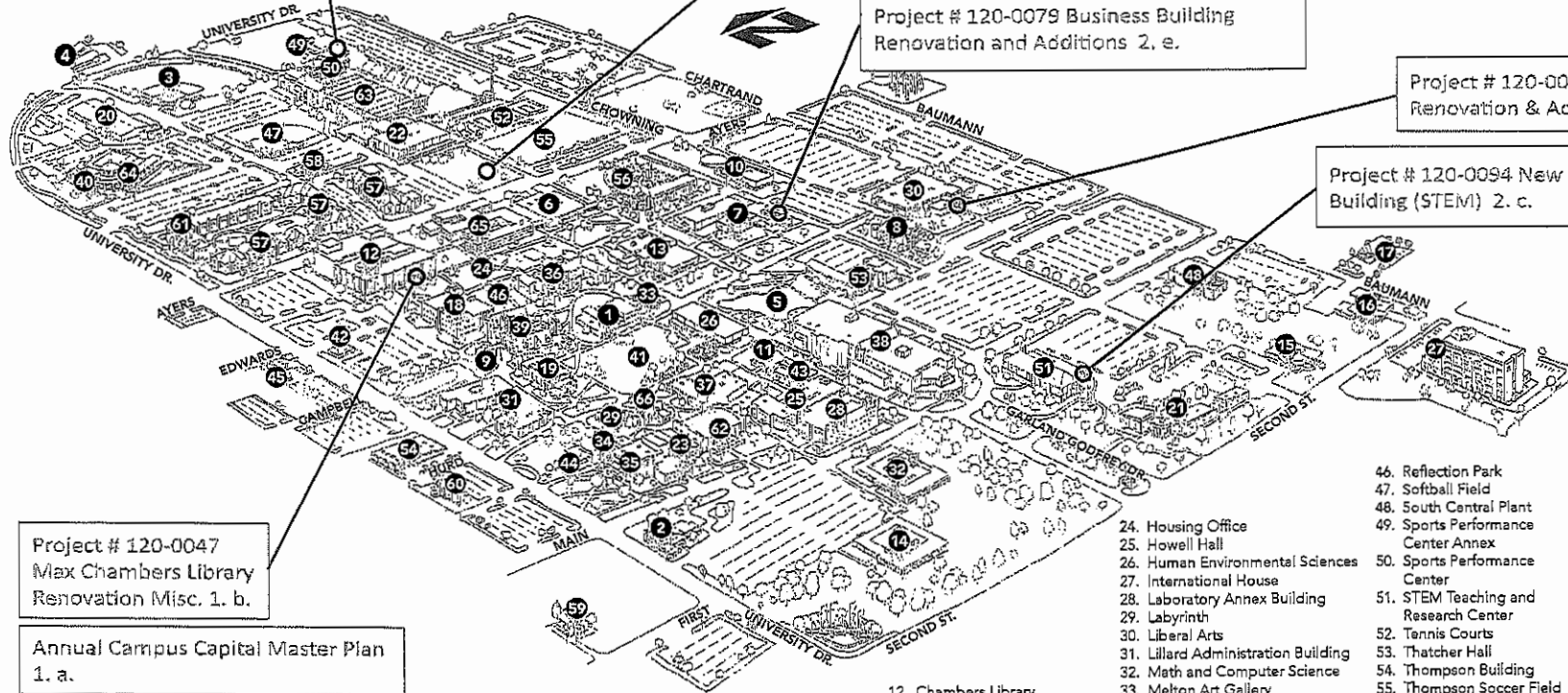
Project # 120-0047
Max Chambers Library
Renovation Misc. 1. b.

Annual Campus Capital Master Plan
1. a.

On Call Construction Manager(s) at Risk for
Minor Projects 1. c.

Miscellaneous Job Order
Contract Contracts 2. f.

Annual Renewal for Construction Manager at
Risk for Multiple Projects 2. g.



MAP LEGEND

1. Art & Design Building
2. Baptist Collegiate Ministries
3. Baseball Field
4. Broncho IV Apartments
5. Broncho Lake
6. Buddy's Cafeteria
7. Business Building
8. Center for Transformative Learning
9. Central Gateway
10. Central Plant
11. CFAD Storage Building

12. Chambers Library
13. Communications Building
14. Coyner Health Sciences
15. Edmond Chamber of Commerce
16. Edmond Fire Station No. 1
17. Education Annex Building
18. Education Building
19. Evans Hall
20. Facilities Management
21. Forensic Science Institute
22. Hamilton Field House
23. Health and Physical Education

24. Housing Office
25. Howell Hall
26. Human Environmental Sciences
27. International House
28. Laboratory Annex Building
29. Labyrinth
30. Liberal Arts
31. Lillard Administration Building
32. Math and Computer Science
33. Melton Art Gallery
34. Mitchell Education Center
35. Mitchell Hall
36. Murdaugh Hall
37. Music Building
38. Nigh University Center
39. Old North
40. OU Physicians Health & Wellness Clinic
41. Plunkett Park
42. Police Services
43. Power Plant
44. President's Annex
45. Public Safety Annex

46. Reflection Park
47. Softball Field
48. South Central Plant
49. Sports Performance Center Annex
50. Sports Performance Center
51. STEM Teaching and Research Center
52. Tennis Courts
53. Thatcher Hall
54. Thompson Building
55. Thompson Soccer Field
56. Transformative Learning Quadrangle (The Quad)
57. University Commons
58. University Commons Clubhouse
59. University Guest House
60. University House
61. University Suites
62. Wantland Hall
63. Wantland Stadium
64. Wellness Center
65. West Hall
66. Y-Chapel

**METRO
CAMPUS
LOCATIONS**

Academy of Contemporary Music (ACM@UCO)
25 S. Oklahoma Ave.,
Downtown Oklahoma City

CHK|Central Boathouse
725 S. Lincoln Blvd.,
Oklahoma River Boathouse District,
Downtown Oklahoma City

ACM@UCO
Performance Lab
329 E. Sheridan Ave.,
Downtown Oklahoma City

• Customized Education
• The Catbird Seat
One Santa Fe Plaza,
Downtown Oklahoma City

Center for eLearning and
Connected Environments
201 N. Bryant Ave, Edmond

Jazz Lab
100 E. 5th St., Edmond

Center for Outdoor
Adventure Recreation
Arcadia Lake - Second St
and Midwest Blvd.

UCO Downtown
Carnegie Centre,
131 Dean A. McGee Ave,
Downtown Oklahoma City

LONG-RANGE CAPITAL PLANNING COMMISSION
AGENCY SUMMARY BY PRIORITY
Fiscal Years 2021 through 2025

Page 1 of 2

Minutes for April 12, 2019

Agency: 120

University of Central Oklahoma

Priority	Name of Project:	Proj. #	Federal Funds	Other Funds	State Approp	Total Project
1	New Allied Health Building	120-0096	-	40,000,000	5,000,000	45,000,000
2	Howell Hall Renovation & Addition	120-0010	-	6,000,000	-	6,000,000
3	Major Repairs and Deferred Maintenance	120-0027	-	4,000,000	21,000,000	25,000,000
4	Health & Safety Projects	120-0060	400,000	1,600,000	8,000,000	10,000,000
5	Business Bldg Renovation & Additions	120-0079	-	18,000,000	7,000,000	25,000,000
6	Wellness Center Phase II & III	120-0044	-	7,500,000	7,500,000	15,000,000
7	Library Learning Commons Renovation	120-0097	-	10,000,000	7,500,000	17,500,000
8	Murdaugh Hall Renovations & Addition	120-1078	-	1,500,000		1,500,000
9	Performing Arts Facilities	120-0001	-	40,000,000	20,000,000	60,000,000
10	Lillard Admin Building Renovation	120-0041	-	500,000	4,500,000	5,000,000
11	Parking, Sidewalks, Lights & Landscaping	120-0013	-	5,500,000	2,500,000	8,000,000
12	Major Parking Improvements	120-1091	-	24,000,000	-	24,000,000
13	Sports Complex Improvements	120-0032	-	4,000,000	1,000,000	5,000,000
14	Land Acquisitions	120-0049	-	4,000,000	1,000,000	5,000,000
15	Liberal Arts Renovation & Addition	120-0008	-	2,000,000	1,000,000	3,000,000
16	Roof Repair and Replacement	120-0043	-	1,500,000	1,000,000	2,500,000
17	Distance Education/Downtown Facility	120-0098	-	1,000,000	-	1,000,000

LONG-RANGE CAPITAL PLANNING COMMISSION
AGENCY SUMMARY BY PRIORITY
Fiscal Years 2021 through 2025

Page 2 of 2

Minutes for April 12, 2019

Agency: 120

University of Central Oklahoma

Priority	Name of Project:	Proj. #	Federal Funds	Other Funds	State Approp	Total Project
18	Coyner Hall Renovation & Addition	120-0080	-	1,000,000	-	1,000,000
19	Heat & Air Condition (Perform Contract)	120-0033	-	3,000,000	-	3,000,000
20	Elevator Replacement Project	120-0029	-	550,000	950,000	1,500,000
21	Univ Ctr Misc Renovations & Improvements	120-1010	-	15,000,000	5,000,000	20,000,000
22	Math/Science Bldg Renovations/Additions	120-0061	-	2,000,000	1,000,000	3,000,000
23	Dept of Public Safety & Visitor Center	120-0056	-	1,000,000	2,000,000	3,000,000
24	Vehicle and Equipment Replacement	120-0042	-	300,000	1,200,000	1,500,000
25	Max Chambers Library Renovation Misc	120-0047	-	1,000,000	1,500,000	2,500,000
26	Residence Hall Improvements	120-1012	-	10,000,000	-	10,000,000
27	Wantland Hall Renovation and Additions	120-0092	-	4,000,000	4,000,000	8,000,000
28	New Art Building Renovations & Additions	120-0018	-	10,000,000	10,000,000	20,000,000
Totals			400,000	218,950,000	112,650,000	332,000,000

FY - 2020 Budget Request

Capital Outlay Summary

Attachment B
Page 8 of 12

Page 1 Of 1
Prepared by: Kevin Freeman
12-Apr-19

Contractor:	Lippert Bros., Inc.
Original Contract Amount:	\$14,666,371
RUSO Approval Date:	4-Nov-16
Final Inspection Date:	TBD
Final Contract Amount:	TBD

[illegible]

Contracts of one million (\$1,000,000) or less shall not exceed a fifteen percent (15%) cumulative increase in original contract amount.

Contracts of over one million (\$1,000,000) shall not exceed the greater of one hundred fifty thousand (\$150,000) or a ten percent (10%) cumulative increase in the original contract amount.

CHANGE ORDERS FOR BUILDING PROJECTS
BOARD OF REGENTS OF THE REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA
FAX NO. (405) 942-8847

Page 1 Of
 Prepared by: Kevin Freeman
 12-Apr-18

University: University of Central Oklahoma
 Building Project: New Math Science/Lab Building (STEM)
 Contract Execution Date: 4-Jan-17
 Original Board Approval: \$28,000,000.00
 Type of Funding: Master Lease Bond Funds, and College of Math and Sciences Academic Funds

Contractor: Lippert Bros., Inc.
 Original Contract Amount: \$16,896,000
 RUSO Approval Date: 6-Nov-15
 Final Inspection Date: TBD
 Final Contract Amount: TBD

Date Approved	Change Order No.		Dollar Increase (Decrease)	Total Cumulative Change Orders	%	Total Cumulative Project Cost
6/22/2017*	1	Construction Camera	\$9,050.00	\$9,050.00	0.05%	\$16,905,050.00
6/22/2017*	2	Acoustical Deck and Storm Drainage	\$22,381.00	\$31,431.00	0.19%	\$16,927,431.00
6/22/2017*	3	Hydronic Piping & Utility Changes	\$18,133.00	\$49,564.00	0.29%	\$16,945,564.00
6/22/2017	4	Terrazzo, Lightning Protection, Light Fixtures	\$243,750.00	\$293,314.00	1.74%	\$17,189,314.00
9/22/2017*	5	Revisions to Ductwork, Water Purification System, and Storm Drains	\$20,766.00	\$314,080.00	1.86%	\$17,210,080.00
9/22/2017*	6	Modifications to Elevator Shaft, and East & West Canopies, and Door Finishes	\$23,848.00	\$337,928.00	2.00%	\$17,233,928.00
9/22/2017	7	ADA Auto. Door Openers, Door Mod. for Key Card Access, and Light Fixtures	\$53,108.00	\$391,036.00	2.31%	\$17,287,036.00
1/26/2018*	8	Mechanical Penthouse Ductwork Modifications & Addition of Smoke Dampers	\$22,907.00	\$413,943.00	2.45%	\$17,309,943.00
1/26/2018*	9	Alt. Neutralization Tank, Lab Casework Mod., Acid Vents, Door Mod., Roof Tile	\$21,806.00	\$435,749.00	2.58%	\$17,331,749.00
1/26/2018*	10	Mods to Roof, Interior Glass, Ceiling tile & Flooring, Add. Window Shades	\$23,058.00	\$458,807.00	2.72%	\$17,354,807.00
1/26/2018*	11	A/V Infrastr. Mods to 1st Floor Comp. Teaching and Comp. Research Rooms	\$24,856.00	\$483,663.00	2.86%	\$17,379,663.00
1/26/2018	12	Additional A/V Infrastructure Throughout Building	\$106,760.00	\$590,423.00	3.49%	\$17,486,423.00
2/16/2018*	13	Gas Line Reloc., Add. Fireproofing, Mods to Comp. Access Flooring, Nano Lab Piping and Casework, Wall Safe, and Delete Light Fixtures	\$24,439.00	\$614,862.00	3.64%	\$17,510,862.00
4/13/2018*	14	Mods to Drywall, Framing, Paint, and to Accommodate Lab Equipment	\$23,234.00	\$638,096.00	3.78%	\$17,534,096.00
4/13/2018	15	Add. Domestic Water Booster Pump, Fire Pump, and Plumbing Connections	\$207,175.00	\$845,271.00	5.00%	\$17,741,271.00
4/13/2018	16	Add. 2 Autoclaves, 13 Nursing Simulation Walls, Roof Drains and Ceiling Mod.	\$132,342.00	\$977,613.00	5.79%	\$17,873,613.00
6/21/2018*	17	Mod. Exterior Equip. Yard and Fire Rated Walls, and Ice Machine Relocation	\$24,788.00	\$1,002,401.00	5.93%	\$17,898,401.00
6/21/2018*	18	Mods to Mechanical Room, Elevator Exhaust, Marker Board, & Add. Lighting	\$22,292.00	\$1,024,693.00	6.06%	\$17,920,693.00
9/21/2018*	19	Carpet, Vinyl Flooring & Ceiling Mods., and Add. Conduits, Poles, and Pit Light	\$24,861.00	\$1,049,554.00	6.21%	\$17,945,554.00
9/21/2018*	20	Nursing Headwall, Exhaust Duct Insulation and Fan Starters Modifications	\$24,644.00	\$1,074,198.00	6.36%	\$17,970,198.00
9/21/2018*	21	Add. Data Poles, Paint, Irrigation Sleeves, and North Stair Modifications	\$17,534.00	\$1,091,732.00	6.46%	\$17,987,732.00

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Minutes for April 12, 2019

Attachment B
 Page 1 of 12

CHANGE ORDERS FOR BUILDING PROJECTS
BOARD OF REGENTS OF THE REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA
FAX NO. (405) 942-8847

Page 2 Of
 Prepared by: Kevin Freeman
 12-Apr-19

University: University of Central Oklahoma
 Building Project: New Math Science/Lab Building (STEM)
 Contract Execution Date: 4-Jan-17
 Original Board Approval: \$28,000,000.00
 Type of Funding: Master Lease Bond Funds, and College of Math and Sciences Academic Funds

Contractor: Lippert Bros., Inc.
 Original Contract Amount: \$16,896,000
 RUSO Approval Date: 6-Nov-15
 Final Inspection Date: TBD
 Final Contract Amount: TBD

Date Approved	Change Order No.		Dollar Increase (Decrease)	Total Cumulative Change Orders	%	Total Cumulative Project Cost
9/21/2018*	22	Chilled Water Supply, and Site Drainage Mods. & HVAC Panels Relocation	\$24,976.00	\$1,116,708.00	6.61%	\$18,012,708.00
9/21/2018*	23	Exterior Monument Signage, Topsoil/Granite Screening Rev., and Mullion Saver	\$24,839.00	\$1,141,547.00	6.76%	\$18,037,547.00
11/2/2018*	24	Boulder Retaining Wall, River Rock, Roof Canopies, Power for Lab Gas & Misc.	\$24,623.00	\$1,166,170.00	6.90%	\$18,062,170.00
11/2/2018*	25	Plaster Ceiling Demolition & Add. Ceiling Tile, Toilet Tiles & Toilet Accessories	\$24,413.00	\$1,190,583.00	7.05%	\$18,086,583.00
11/2/2018*	26	Terrazzo Transitions & Fire Rated Corridor	\$24,941.00	\$1,215,524.00	7.19%	\$18,111,524.00
11/2/2018*	27	Life Safety & Wiring Modifications	\$23,571.00	\$1,239,095.00	7.33%	\$18,135,095.00
2/8/2019*	28	Corner Guards, Caulking, Emergency Showers, Fire Alarm Devices & Concrete	\$22,900.00	\$1,261,995.00	7.47%	\$18,157,995.00
2/8/2019*	29	Perforated Metal Panels, Exit Signs, Power Washers & Extinguisher Cabinets	\$19,123.00	\$1,281,118.00	7.58%	\$18,177,118.00
2/8/2019*	30	Add. ADA Parking, Window Sills, Area Inlets, Dimmers & Roller Shades	\$24,783.00	\$1,305,901.00	7.73%	\$18,201,901.00
2/8/2019*	31	N. Ramp & Rails, Restroom Lights, Door Stops, Roller Shades & Window Film	\$23,561.00	\$1,329,462.00	7.87%	\$18,225,462.00
	32	Add SE Stair Shade, Ward Lab Curtains, Power Emergency Phone & Misc.	\$21,622.00	\$1,351,084.00	8.00%	\$18,247,084.00
*Information Item		*Alternates presented at the bid opening are not subject to the change order percentage				
		** Unit pricing is not subject to the allowable change order percentage				

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Minutes for April 12, 2019

Attachment B
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Page 1 Of 1
Prepared by: Kevin Freeman
12-Apr-19

Contractor:	Lingo Construction Services
Original Contract Amount:	\$15,368,858
RUSO Approval Date:	4-Nov-16
Final Inspection Date:	TBD
Final Contract Amount:	TBD

Date Approved	Change Order No.		Dollar Increase (Decrease)	Total Cumulative Change Orders	%	Total Cumulative Project Cost
2/8/2019*	1	Pier, Millwork, Piping, and Garbage Disposal Modifications	\$24,417.00	\$24,417.00	0.16%	\$15,393,275.00
2/8/2019*	2	Add New Panels, Fusible Safety Switches, and Reduce Feeder Size to OSL2	\$12,431.00	\$36,848.00	0.24%	\$15,405,706.00
	3	Exterior Site Grading	\$16,884.00	\$53,732.00	0.35%	\$15,422,590.00
	4	Storm Improvements Deduct, Storm Sewer Modifications, Additional Paving, & Misc,	\$23,161.00	\$76,893.00	0.50%	\$15,445,751.00
*Information Item		*Alternates presented at the bid opening are not subject to the change order percentage				
		** Unit pricing is not subject to the allowable change order percentage				

Contracts of over one million (\$1,000,000) shall not exceed the greater of one hundred fifty thousand (\$150,000) or a ten percent (10%) cumulative increase in the original contract amount.

Attachment B
Page 12 of 12



March 28, 2019

Regional University System of Oklahoma
Landmark Towers
3555 Northwest 58th, Suite 320
Oklahoma City, OK 73112

RE: April Audit & Finance Committee

Dear Regent Parker:

In accordance with Board policy 2.1.2, Budget Submission and Approval, Southeastern Oklahoma State University is requesting to amend the following FY 2019 budgets as indicated below.

- 1) Education and General Part I, Fund 290 increase of \$3,990,000 from \$46,614,068 to \$50,604,068.
- 2) Auxiliary, Fund 700 increase of \$19,430,000 from \$68,044,431 to \$87,474,431.

University enrollment has increased by over 12%. Initial tuition revenue projections were conservative and based on a slight increase in enrollment for FY 2019. In order to allow for the additional revenue and related expenses including financial aid processing, E&G and Auxiliary budgets need to be revised.

Sincerely,

Sean Burrage
President

Oklahoma State Regents for Higher Education
655 Research Parkway
Oklahoma City, OK 73105

EDUCATIONAL AND GENERAL BUDGET, FY2019
PART I - PRIMARY BUDGET

Schedule A
Summary of Educational and General Expenditures by Function

Institution Number: 660 Institution Name: Southeastern Oklahoma State University President: Sean Burrage

EXPENDITURES BY ACTIVITY/FUNCTION						
Activity Number	Activity/Function	Approved Budget	%	Revised Amount	%	Increase or (Decrease)
11	Instruction	20,413,441		22,303,441		1,890,000
12	Research	10,093		10,093		-
13	Public Service	103,375		103,375		-
14	Academic Support	2,423,824		2,569,824		146,000
15	Student Services	4,772,910		5,181,910		409,000
16	Institutional Support	3,399,779		3,654,779		255,000
17	Operation and Maintenance of Plant	4,958,646		6,248,646		1,290,000
18	Scholarships and Fellowships	10,532,000		10,532,000		-
Total Expenditures by Activity/Function:		46,614,068	0	50,604,068	0	3,990,000

FUNDING						
Fund Number	Fund Name	Approved Budget	%	Revised Amount	%	Increase or Decrease
290	E&G Operating Revolving Fund:					
	Revolving Funds	32,019,825		36,009,825		3,990,000
	State Appropriated Funds - Operations Budget	14,266,594		14,266,594		-
	State Appropriated Funds n- Grants, Contracts and Reimbursements	327,649		327,649		-
490	Federal Stimulus Funds - ARRA					-
Total Expenditures by Fund:		46,614,068	0	50,604,068	0	3,990,000

Oklahoma State Regents for Higher Education
500 Education Building, State Capitol Complex
Oklahoma City, OK 73105

EDUCATIONAL AND GENERAL BUDGET, FY2019
PART I - PRIMARY BUDGET

Schedule C
REPORT OF EDUCATIONAL AND GENERAL INCOME, EXPENDITURES, AND UNOBLIGATED RESERVE

Institution Number: 660 Institution Name: Southeastern Oklahoma State University President: Sean Burrage

Fund Number and Name: E&G Part 1, 290

Receipt Code	Receipt Description	Approved Budget	%	Revised Amount	%	Increase or (Decrease)
	1. Beginning Balance	6,580,855		6,580,855		
	2. Expenditures for Prior Year Obligations	530,497		530,497		
	3. Unobligated Reserve Balance July 1, 2019 (line 1 - line 2) (net of FY 19 encumbrances/expenditures)	6,050,358		6,050,358		
	4. Projected FY19 Receipts:					
	State Appropriated Funds - For Operations	14,266,594		14,266,594		
	State Appropriated Funds - For Grants, Contracts and Reimbursements	327,649		327,649		
	Federal Appropriated Income					
	Local Appropriated Income					
	Resident Tuition	20,180,564		24,170,564		3,990,000
	Nonresident Tuition	7,400,000		7,400,000		
	Other Student Fees	3,500,000		3,500,000		
	Gifts, Endowments and Bequests	244,735				
	Other Grants, Contracts and Reimbursements	495,405		495,405		
	Sales and Services of Educational Departments					
	Organized Activities Related to Educational Departments	138,771		138,771		
	Technical Education Funds	-		-		
	Other Sources	60,350		60,350		
	5. Total Projected FY 2019 Receipts	46,614,068		50,604,068		3,990,000
	6. Total Available (line 3 + line 5)	52,664,426		56,654,426		3,990,000
	7. Less Budgeted Expenditures for FY 2019 Operations	46,614,068		50,604,068		3,990,000
	8. Projected Unobligated Reserve Balance June 30, 2019 (line 6 - line 7)	6,050,358		6,050,358		-

SRA-5

EDUCATIONAL AND GENERAL BUDGET
FISCAL YEAR FY2018-2019

Schedule F and G

STATEWIDE PROGRAM CODE: Higher Education (Input)

SUMMARY OF EXPENDITURES BY FUNCTION AND OBJECT

Agency #:	660	Date Submitted:	April 15, 2019						
Institution Name:	Southeastern Oklahoma State University	President's Name	Sean Bortage						
Object Code-->	10	20	31	30	40	42	50	60	
Object	Personnel Services	Travel	Utilities	Supplies & Other Operating Expenses	Property, Furniture, & Equipment	Library Books and Periodicals	Scholarships & Other Assistance Net of Waivers	Transfers & Other Disbursements	TOTALS
Activity & Sub-Activity/Function:									
11 Instruction	390,000			1,500,000					1,890,000
12 Research									-
13 Public Service									-
14 Academic Support				100,000	46,000				146,000
15 Student Services				400,000	9,000				409,000
16 Institutional Support	40,000			15,000	200,000				255,000
17 Operation & Maintenance of Plant					1,290,000				1,290,000
18 Scholarships (Net of Waiver Waivers)									-
11 Total E&G Part I - Fund 290	430,000	-	-	2,015,000	1,545,000	-	-	-	3,990,000
Hyperion Account Code	511120	521110	531160		541110		551110	562130	
Entry into CORE E&G Part I - Fund 290	430,000	-		2,015,000		1,545,000	-	-	3,990,000
21 Total E&G Part II Cells linked to Sch. B-II-->									-
Hyperion Account Code	511120	521110	531160		541110		551110	562130	
Entry into CORE E&G Part II		-		-		-	-	-	-
Total Allotment	430,000	-	-	2,015,000	1,545,000	-	-	-	3,990,000

Schedule G

Hyperion Account Code	511120	521110	531160	541110	551110	562130	
700 Fund No.	Activity No.	Sub-Activity No.	Personnel Services	Travel	Utilities	Supplies & Other Operating Expenses	Property, Furniture, & Equipment
740			810,000				490,000
Fund 789	89	00001					
Fund 790	8500001	00001	-				

11 - Entry into CORE E&G Part I - Fund 290	3,990,000
21 - Entry into CORE E&G Part II	
G - Entry into CORE Fund 700	19,420,000
G - Entry into CORE Fund 789/790	
Total Allotment	23,410,000

Approved Revision to RUSO Policy 1.24.2

1.24.2 The presidents or their designees are solely responsible for employment, discipline and termination of all faculty, administrators and staff and are required to report to the Board on the hiring, promotion, rank and salaries of faculty personnel, vice presidents, and as to matters pertaining to the operation of the institution. Attorneys hired by the president to represent the university or its employees in litigation shall report to the Board through the Board's General Counsel. The president shall obtain approval from the Board prior to authorizing representation by attorneys other than the Attorney General's Office. The presidents or their designees will be governed by the regulations of the Board, the Oklahoma State Regents for Higher Education and the Oklahoma Constitution and Statutes.

REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA	CHAPTER 3 ACADEMIC AFFAIRS	Page 3-1
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PREAMBLE

The Regional University System of Oklahoma is committed to recognizing and rewarding, through the promotion and tenure processes, faculty whose work demonstrates excellence in teaching, research, continuing education, and service to the institution and the public. This policy provides the procedures and processes that support reappointment, promotion, and tenure. The responsibility for carrying out this policy is shared by the Board of Regents of the Regional University System of Oklahoma, university administrative officers, and the faculty.

3. ACADEMIC AFFAIRS

3.1. Faculty. The faculty is composed of two major groups: full-time and part-time faculty members. Full-time refers primarily to Tenure Track (TT) and Non-Tenure Track (NTT) faculty members although other types of positions may be used on a university campus (e.g., military appointments, clinical supervisors, visiting, and academic practitioners). For accreditation purposes, full-time faculty may also be categorized according to a variety of criteria (academic, practitioner, professional, etc.). Part-time faculty members are generally referred to as adjunct faculty members. However, part-time teaching responsibilities may also be handled through other roles at a university (clinical supervisors, course coordinators, faculty teaching overloads, staff members, etc.). The Board may not obligate itself beyond a current fiscal year for salaries or compensation in any amount to its faculty employees except as authorized by the Oklahoma Constitution.

- a). **Full-time Faculty.** TT- faculty members hold the ranks of assistant, associate, or full professor; instructors may also be considered TT if their contracts specify a basis for entering the promotion process (e.g., completion of a terminal degree). NTT faculty members are primarily referred to as lecturers or instructors but may also include special types of instructors or other appointments. NTT appointments may be on a continuing or temporary (one academic year or less) basis. If temporary, these faculty members may replace the role of a TT faculty position while a search for a permanent replacement is underway (usually for one academic year). Authority to make appointments to the regular faculty is delegated to the university president. Appointments to the regular faculty are reported to the Board at the next regular meeting following the appointment. Full-time faculty members have instructional and non-instructional duties as assigned by the university. Instructional duties include, but are not limited to, teaching assigned classes, evaluating the students in the classes, and meeting with those

June 2018

REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA	CHAPTER 3 ACADEMIC AFFAIRS	Page 3-2
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students who require assistance in classes. Non-instructional duties include, but are not limited to, conducting research and other scholarly activities, advising students, serving on committees, sponsoring organizations, and participating in professional organizations. A full-time faculty member should generally carry an instructional load of twenty-four (24) to twenty-seven (27) hours per academic year and a non-instructional equivalent load of nine (9) to twelve (12) hours per academic year so the full-time load would be the equivalent of thirty-six (36) hours per academic year. The annual load is typically split evenly across semesters unless circumstances approved by the university president allows otherwise.

- b). **Part-time (Adjunct) Faculty.** Adjunct faculty members typically work with academic departments on a semester-by-semester basis. They represent a significant portion of a university's educational workforce and teach a prescribed number of course sections per semester but typically do not have research and service responsibilities. TT and NTT faculty members may serve as adjuncts (through overload assignments) but on a limited basis and when qualified adjunct faculty members are difficult to employ. Authority to make adjunct faculty appointments is delegated to the university president. These appointments are limited to specific duties and a specific period of time. Adjunct faculty members are not provided notification of non-reappointment. Part-time faculty members are generally employed only for the purpose of teaching classes. The assigned responsibilities are to provide instruction, evaluate students pertaining to that instruction, and to meet with those students who require assistance in classes. The load of a part-time faculty member who does not have additional duties will be determined by dividing his teaching load by eighteen (18). For example, a nine (9) hour teaching load would equal one-half time. Adjunct appointments are temporary appointments made for one semester or summer session only and often involve instructional duties for specific course sections only.

June 2018

REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA	CHAPTER 3 ACADEMIC AFFAIRS	Page 3-3
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3.2 Tenure and Non Tenure Track faculty appointments. Several types of appointments may be made for full-time faculty members, including part-time administrative roles (chairperson, assistant dean, etc.). TT faculty members participate in tenure and promotion processes that may change the nature of their appointment by advancing them to tenured status or to a new rank (assistant, associate, or full professor).

- a). **Tenured** A tenured appointment is reserved for those faculty members who have been granted tenure by the Board. Tenured faculty members are on continuous appointment and, therefore, are not notified of their appointment status for the following year unless their appointment is being terminated and/or for a post tenure-review process.
- b). **Non-Tenured.** A non-tenured appointment refers to any appointment that is not tenured nor on a track toward tenure. This includes, but is not limited to, N T T , temporary, and certain kinds of administrative appointments.
 - 1). **Tenure-Track.** A TT appointment is one in which the faculty member may become eligible to receive tenure in accordance with policy. TT appointments are for one (1) year and renewable annually at the option of the university. After receiving tenure, faculty members are generally still reviewed through a post-tenure interview process.
 - 2). **Non Tenure Track.** A NTT appointment is one in which the faculty member is appointed as full-time faculty member but is not eligible to participate in tenure or promotion processes. A faculty member on a NTT appointment may be continued annually, at the option of the university. A NTT appointment may be changed to a TT appointment upon written agreement between the university president (or designee) and the faculty member.

June 2018

REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA	CHAPTER 3 ACADEMIC AFFAIRS	Page 3-4
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- 3). Temporary. A temporary appointment is one in which the faculty member is appointed to the faculty for a period of one year or less. Upon termination of the temporary appointment, the position, if continued, will be opened and advertised to be filled again.
- 4). Administrative. An administrative appointment is one in which the faculty member is assigned to perform executive duties and function as part of the administration of the university. Examples include assistant deans, chairpersons, and directors.
- 5). Summer Faculty. An appointment to the summer faculty is limited to the specific summer for which the appointment is made. Summer faculty appointments are made by the university presidents or their designees.
- 6). Graduate/Teaching Assistants. Graduate assistants are graduate students at the institution who may hold appointments as teaching, research, or administrative assistants. Graduate assistants must be enrolled in a minimum of three (3) semester hours. Teaching assistants shall not teach more than six (6) credit hours per semester.
- 7). Joint Appointments. Appointments between two or more academic units or colleges or universities are encouraged when they are of mutual benefit. However, they (1) must not total more than 1.0 full-time equivalent (FTE) and (2) must be approved by all the units and colleges or universities involved. Such appointments must have the approval of the appropriate administrative officials of all units involved and one academic unit and college shall have primary responsibility for promotion and tenure considerations.

June 2018

REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA	CHAPTER 3 ACADEMIC AFFAIRS	Page 3-5
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3.3 ACADEMIC RANK AND PROMOTION.

a). Rank or Promotion Granted by Board of Regents. Authority to grant academic rank or promotion in academic rank is delegated to the university president. Determination of merit and granting promotion in rank shall be in accordance with the promotion policies and procedures of the university as well as the minimum criteria contained in these policies.

b). Principal Academic Ranks of the University. The principal academic ranks of the university shall be Professor, Associate Professor, Assistant Professor, and Instructor or Lecturer. The minimum educational qualifications for Professor, Associate Professor and Assistant Professor shall be an earned doctorate degree awarded by a regionally accredited institution (e.g., Higher Learning Commission or Southern Association of Colleges and Schools) or an equivalent condition for a degree received in another country:

- 1). **Professor:** Institutions may elect to award the rank of professor to individuals who have completed a non-doctoral terminal degree program requiring a minimum of 60 graduate hours
- 2). **Associate Professor:** Institutions may elect to award the rank of associate professor to individuals who have completed a non-doctoral terminal degree program requiring a minimum of 60 graduate hours.
- 3). **Assistant Professor:** Institutions may elect to award the rank of assistant professor to individuals who have completed a doctoral program except for The dissertation (or equivalent requirement) or who have completed a non-doctoral terminal degree program requiring a minimum of 60 graduate hours.
- 4). **Instructor or Lecturer** The minimum education qualification shall be an earned degree by a regionally accredited institution.
- 5). **Other:** Institutions may classify instructional personnel who are not subject to assignment of rank by such titles as special instructors, lecturers, graduate assistants, adjunct instructors, part-time instructors, or by another title.

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c) Promotion Criteria. Providing that candidates possess the required educational and experience qualifications the following are considered minimum criteria upon which promotion in rank is based: 1) effective classroom teaching, 2) scholarly or creative achievement, 3) contributions to the institution and profession, and 4) performance of non-teaching or administrative duties.

d) Education Requirements. The university shall verify the credentials of each faculty member according to the policies and procedures of the Higher Learning Commission, the Oklahoma State Regents for Higher Education, and the Regional University System of Oklahoma. Earned degrees or graduate work should be in a field related to the individual's assignment.

e) Experience Requirements. Faculty members remain at the same rank for a minimum of five (5) years.

f) Exceptions. Exceptions to criteria and experience requirements for academic rank or promotion in rank may be made by the university president.

g) Appeal. Individuals who are not satisfied with action taken as a result of the review process for change in rank may follow the established university appeal procedure. There shall be no right of review of such actions by the Board of Regents.

3.4 ACADEMIC FREEDOM, ACADEMIC RESPONSIBILITY AND TENURE OF FACULTY.

a) Academic Freedom.

1). Faculty members are entitled to freedom regarding research and in the publication of the results, subject to the adequate performance of instructional and non-instructional duties. Patent and copyright ownership will be vested in manner consistent with Board policy.

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2). Faculty members are entitled to freedom in the classroom in discussing their subject, but faculty should be objective in teaching of a controversial matter which has relation to that subject and of controversial topics introduced by students. The faculty member should not introduce controversial matters which have little or no relation to the subject of instruction.

3). University faculty members are individuals, members of a learned profession, and representatives of a university. When faculty members speak or write as individuals, they should be free from institutional censorship or discipline, but faculty position in the community imposes special obligations. As persons of learning and education representatives, the faculty members should remember that the public may judge the profession and the university by extramural utterances. Hence, each faculty member should, at all times, be accurate, should exercise appropriate restraint, should show respect for the opinions of others and should make every effort to indicate that faculty do not speak on behalf of the university.

4). Academic freedom should be distinguished clearly from constitutional freedoms, which all citizens enjoy equally under the law. Academic freedom is an additional assurance to those who teach and pursue knowledge and, thus, pertains to rights of expression regarding teaching and research within specific areas of recognized professional competencies.

b) Academic Responsibility

1). The concept of academic freedom must be accompanied by an equally-demanding concept of academic responsibility. The concern of the university and its members for academic freedom safeguards must extend equally to requiring responsible service, consistent with the objectives of the university.

2). 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.

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3). 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. A proper academic climate can be maintained only when faculty members meet their fundamental responsibilities regularly, such as preparing for and meeting their assignments, conferring with and advising students, evaluating fairly and participating in group deliberations which contribute to the growth and development of students and the university. All faculty members also have the responsibility to accept those reasonable duties assigned to them within their fields of competency, whether curricular, co- curricular, or extra-curricular. Faculty members make every reasonable effort to foster honest academic conduct and to assure that their evaluations of students reflects their true merit. They do not exploit students for private advantage and acknowledge significant assistance from them. They protect students' academic freedom.

4). 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. Faculty members accept a reasonable share of faculty responsibilities for the governance of the university.

5). Institutions of higher education are committed to open and rational discussion as a principal means for the clarification of issues and the solution of problems. In the solution of certain difficult problems, all members of the academic community must take note of their responsibility to society, to the institution, and to each other, and must recognize that at times the interests of each may vary and will have to be reconciled. The use of physical force, harassment of any kind, or other disruptive acts which interfere with ordinary institutional activities, with freedom of movement from place to

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place on the campus, or with freedom of all members of the academic community to pursue their rightful goals, are the antithesis of academic freedom and responsibility. So, also, are acts which, in effect, deny freedom to speak, to be heard, to study, to teach, to administer, and to pursue research. It is incumbent upon each member of the academic community to be acquainted with his individual responsibilities, as delineated by appropriate institutional statements found in the faculty handbook.

6). 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. 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.

7). Faculty members have responsibilities to their community. As a person engaged in a profession that depends upon freedom for its health and integrity, the faculty members have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

8). Administrators must protect, defend and promote academic freedom.

c) Academic Tenure.

1). Tenure is a privilege and a distinctive honor. Tenure is defined as continuous reappointment which may be granted to a faculty member in a tenure-track position, subject to the terms and conditions of appointment. The tenure decision shall be based on a thorough evaluation of the candidate's total contribution to the mission of the university. While specific responsibilities of faculty members may vary because of special assignments or because of the particular mission of an academic unit, all evaluations for tenure shall address at a minimum whether each candidate has achieved excellence in:

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a). effective classroom teaching; b). scholarly or creative achievement; c). contributions to the institution and profession; and d). performance of non-teaching or administrative duties. Each university may formulate standards for this review and determine the appropriate weight to be accorded each criterion consistent with the mission of the academic unit.

- 2). Tenure ~~is~~ may be granted by the Board of Regents of the Regional University System of Oklahoma upon recommendation of the university president. Determination of merit and recommendation for granting tenure shall comport with the minimum criteria and policies and procedures contained in this chapter.
- 3). The terms and conditions of every appointment or reappointment shall be stated in writing and be in the possession of both the institution and faculty member before the appointment is consummated. Tenure shall be granted only by written notification after approval by the Board. Only full-time faculty members holding academic rank of assistant professor, associate professor, or professor may be granted tenure. Qualified professional librarians shall be considered faculty members if they are given academic rank.
- 4). Tenure does not apply to administrative positions, but a tenured faculty member appointed to an administrative position retains tenured status previously granted as a member of the faculty.
- 5). The Board intends that tenured personnel are reappointed to the faculties of the institutions under its control within existing positions that are continued the next academic year. The Board reserves the right to terminate tenured faculty at the end of any fiscal year if the Legislature fails to appropriate or the Oklahoma State Regents for Higher Education fails to allocate sufficient funds to meet obligations for compensation.
- 6). The Board recommends that not more than sixty-five percent (65%) of the full-time faculty at a university receive tenure.

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d) Periods of Appointment and Tenure

- 1). Faculty members holding academic rank above the level of instructor or lecturer (assistant professor, associate professor, or professor) shall be ~~on probation in provisional status~~ for a minimum of five (5) years after date of first being employed by the university in a tenure track position. Years of experience in any position other than a tenure track position may be used toward the five (5) year minimum ~~for the probation only~~ if approved by the university president. Seven (7) years shall be the maximum probationary ~~provisional~~ period for the eligible faculty member to become eligible for tenure. If, at the end of seven (7) years any faculty member has not attained tenure, there will be no renewal of appointment for the faculty member unless a specific recommendation for waiver of policy from the president to the contrary is approved by the Board each year. ~~If a faculty member is denied tenure and is not reappointed, the university shall notify tenure candidate of the non-renewal date, with the university. If such notice is not prior to March 1 as required by the Board, such notice shall be provided as soon as possible to tenure candidate, and such notice shall be considered an exception to the March 1 notification non-renewal requirement of the Board.~~
- 2). For the purpose of determining probationary ~~provisional~~ employment of faculty members for tenure consideration; sabbatical leave counts as a part of the period of ~~probationary provisional~~ employment, and a leave of absence is not included as part of the ~~probationary provisional~~ period.

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e) Procedure for Granting Tenure and Reviewing of Tenured Faculty.

- 1). When a faculty member is to be considered for tenure, the ~~chair of a division or department shall call~~ a meeting of the tenured members of the division or department ~~will be called~~ for a discussion of the case. The faculty member's contributions to the mission of the university shall be reviewed and evaluated by the tenured members of his or her division or department including his or her division and/or department chair if applicable, and a poll by secret ballot will be taken to determine whether a recommendation for the granting of tenure will be made. ~~The results of all balloting will be confidential and will not be included in the faculty member's personnel file maintained only in the faculty member's tenure file which shall be confidential.~~ This review may be conducted in a manner that allows for input from non-tenured colleagues, students, alumni and administrative information from the department chair. In the event that the number of tenured faculty members in a division or department is fewer than five (5), the actual tenured members in that division or department, plus additional tenured faculty members appointed by the chief academic officer or his or her designee to form a group of at least five (5) tenured faculty members shall act as an ad hoc committee for tenure recommendation. A simple majority rule shall prevail. The division or department chair shall report the results of the vote, separate from his or her recommendation,

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to the dean, if applicable, who will forward that recommendation as well as the dean's recommendation, if applicable, to the chief academic officer. The chief academic officer will report these recommendations as well as his or her recommendation to the president. Copies of all written recommendations shall be provided to the faculty member.

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A university may establish a process to have additional tenure committee(s) at the college and or university level. A recommendation for tenure may also come directly from the chief academic officer or from the president of the university without prior recommendation from the division or department. If the president determines to recommend granting of tenure, he or she will make the recommendation to the Board. The faculty member will be notified in writing of the basis for the recommendation to the board.

- 2). The academic and professional performances of each tenured faculty member at each institution must be reviewed at least every three (3) years. When the review results in a finding that a tenured faculty member's academic and professional performance is unsatisfactory, the faculty member shall be notified of the deficiencies in performance and must be reviewed again within one (1) year. The results of each review will be placed in the personnel record of the tenured faculty member. The tenured faculty member should be given a copy of the review and an opportunity to respond. Two consecutive unsatisfactory post-tenure performance evaluations may be grounds for dismissal or suspension.

- 3.) The university office of academic affairs shall retain the entire tenure packet file, including but not limited to the application, portfolio, and letters of recommendation of every faculty member who applies for tenure, in the faculty member's personnel record.

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3.5 TERMINATION OF APPOINTMENT AND DISMISSAL No tenured member of the faculty shall have his or her appointment terminated in violation of the principles of tenure adopted by the Board except for one or more causes which may include, but are not limited to, the following:

- a). Committing a felony or other serious violation of law that is admitted or proved before a court of competent jurisdiction, preventing the faculty member from satisfactory fulfillment of professional duties or responsibilities, or violation of a court order which relates to the faculty member's proper performance of professional responsibilities.
- b). Moral turpitude.
- c). Insubordination.
- d). Professional incompetence or dishonesty.

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- e). Substantial or repeated failure to fulfill professional duties or responsibilities or substantial or repeated failure to adhere to Board or university policies.
- f). Behavior preventing the faculty member from satisfactory fulfillment of professional duties or responsibilities.
- g). An act or acts which demonstrate unfitness to be a member of the faculty.
- h). Falsification of academic credentials.
- i). Two consecutive unsatisfactory post-tenure performance evaluations.
- j). Bona fide lack of need for one's services in the university.
- k). Bona fide necessity for financial retrenchment.
- l). Discontinuance of a program or department.

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3.6 Suspension of a Tenured Faculty Member. The president of the university shall have the authority to suspend any faculty member formally accused of causes a, b, c, d, e, f, g, h or i (listed above). The president shall notify the General Counsel of the Board in writing of the terms and conditions of the suspension within 30 days of notifying the faculty member. A faculty member should be suspended only if harm to the faculty or students is possible or disruption of proper conditions for teaching and learning are threatened by the faculty member's continuance. During the suspension period, compensation for the suspended person should be continued. If during the suspension period the faculty member is convicted of or admits to the commission of a felony or a crime involving moral turpitude or other serious violation of law referenced above, the institution shall not continue compensation.

3.7 Dismissal of a Tenured Faculty Member for Cause. Dismissal proceedings shall begin with a conference between the faculty member and the appropriate academic officer. The conference may result in agreement that the dismissal proceedings should be discontinued or that the best interest of the tenured faculty member and the university would be served by the faculty member's resignation. If this conference does not result in mutual agreement, the academic officer will submit a recommendation in writing with rationale to the faculty member and to the vice president for academic affairs. Within fourteen (14) days, the chief academic officer should have a conference with the faculty member. At the conclusion of the conference the chief academic officer will make a written recommendation to the president with a copy to the faculty member.

3.8 Dismissal of Tenured Faculty for Program Discontinuance or Financial Retrenchment. A faculty member with tenure whose position is terminated based on bona fide lack of need for one's services in the university, or necessity for financial retrenchment, discontinuance of a program or department will be given five (5) months written notice unless an emergency arises.

Before terminating an appointment because of discontinuance of a program or department, or because of other lack of need of services, the university will make reasonable efforts to place affected members in other suitable positions.

If an appointment is terminated because of financial retrenchment, or because of discontinuance of a program, the released faculty member's position will not be filled by a replacement within a period of two years, unless the released faculty member has been offered reappointment at the previous status.

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3.9 Appellate Committee on Dismissal of Tenured Faculty Members.

A ~~tenured~~ faculty member who receives notice of recommendation of dismissal by the Chief Academic Officer may request and shall be afforded a hearing before the Appellate Committee on Dismissal of Tenured Faculty Members. Failure to make a request in writing to the president of the university within fourteen (14) days after receipt of notification shall constitute a waiver by such faculty member of his or her right to a hearing before the Appellate Committee on Dismissal of Tenured Faculty Members and the president shall then make a final determination. Each university shall institute an Appellate Committee on Dismissal of Tenured Faculty Members. The committee shall not exceed nine (9) tenured faculty members, eight (8) of whom shall be nominated or elected by the faculty governing body of the university and one member appointed by the president of the university. A quorum shall be five (5) members or a majority of qualified members of the committee. Initially, one half (½) of the elected members shall be elected for twelve (12) months and one half (½) shall be elected for twenty-four (24) months; thereafter, one half (½) shall be elected each year. No member may serve more than two (2) consecutive terms. One (1) or more alternate members of the committee shall be elected to serve in the event a regular member is unable to serve. If any member of the committee is an interested party in a case which comes before the Appellate Committee on Dismissal of Tenured Faculty Members, said committee member shall not serve on that case.

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The incumbent committee shall serve until the completion of any case pending at the time their term of service expires.

The decision of the committee will be based on majority vote. Prior to any hearings the committee will hold an organizational meeting at which time the committee will at a minimum elect its own chair, who will have the right to vote.

3.10 Appeal Procedures for Tenured Faculty.

a). After a ~~tenured~~ faculty member has requested a hearing before the Appellate Committee on Dismissal of Tenured Faculty Members, service of notice of hearing with specific charges in writing will be made at least twenty (20) days prior to the hearing. The faculty member may respond by waiving the hearing and filing a written brief or the matter may proceed to a hearing. If the faculty member waives hearing, but denies the charge or asserts that the charges do not support a finding of adequate cause, the Appellate Committee on Dismissal of Tenured Faculty Members will evaluate all available evidence, including testimony and documentary evidence presented by the university, and make its recommendation upon the evidence in the record.

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- b). If the faculty member requests a hearing, the Appellate Committee on Dismissal of Tenured Faculty Members shall, with due diligence, considering the interests of both the university and the faculty member affected, hold a hearing and report its findings and recommendations to the university president and to the involved faculty member.
- c). At hearings before the Appellate Committee on Dismissal of Tenured Faculty Members, faculty members and the university shall be permitted academic advisors and/or counsel. A court reporter will be retained by the university to record the proceedings. Parties will pay the cost of a copy of the transcript. The committee will determine whether the hearing should be public or private.
- d). The faculty member will be afforded an opportunity to obtain necessary witnesses and documentary or other evidence, and the administration of the university will attempt to secure the cooperation of such witnesses and will make available necessary documents and other evidence within its control. No employee of the institution, regardless of position, should be excluded or excused from appearing before the committee, if available.
- e). The hearing will begin with the Chief Academic Officer presenting the case for dismissal and continue with the faculty member presenting the case against dismissal. Each side may introduce evidence and/or call witnesses as desired. The faculty member and the university will have the right to cross examine all witnesses present. Depositions are admissible whenever a witness cannot appear.
- f). The committee may conclude: a) that adequate cause for dismissal has been established by the evidence; b) that adequate cause for dismissal has not been established by the evidence; or c) that adequate cause for dismissal has been established, but an academic penalty less than dismissal, including removal of tenure, would be more appropriate. The committee may make any other recommendations it determines are appropriate. The committee's findings and recommendations shall be made to the university president. The committee shall send a copy of its findings and recommendations to the affected faculty member.

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- g). The university president shall –notify the affected faculty member of the president's recommendation to the Board. The faculty member shall have the right to request the Board to review adverse findings and recommendations of the president. The request must be in writing and filed within fifteen (15) days after final notification by the president of the university at the office of the Regional University System of Oklahoma. If the affected faculty member does not timely request that the Board review the president's findings and recommendations, the president's determinations become final and binding.
- h). In the event the faculty member submits a timely request to the Board to review adverse findings and recommendations of the university president, the faculty member must indicate whether he or she desires a hearing of all of the evidence of the case, otherwise the review will be a review of the record of the case. The Board has the discretion to determine whether the review will be a de novo hearing or a review of the record. The Board may retain a hearing officer to conduct the review and make recommendations to the Board.
- i). Public statements and publicity about the case by the university will be avoided until the proceedings, including consideration by the Regents, have been concluded.

3.11 Disciplinary Action Other Than Dismissal or Suspension Process. Disciplinary action affecting the terms of employment taken by the university against a tenured faculty member must be based upon causes stated in this chapter, or any other adequate cause which related directly and substantially to the fitness of the tenured faculty member to perform professional duties. Disciplinary action shall begin with a conference between the tenured faculty member and the appropriate academic officer. If as a result of the conference, the academic officer finds that disciplinary action is warranted, a written recommendation for action should be forwarded to the appropriate dean or division head. If, after review, the dean or division head decides not to proceed with further disciplinary action, both parties should be notified in writing. If the dean or division head determines that additional action is warranted, then a conference with the tenured faculty member should be arranged. The dean or division head may determine that no further action is necessary. If, however, additional action is warranted, the faculty member and the chief academic officer shall be notified in writing within fourteen (14) days. The chief academic officer should arrange for a conference with the faculty member. The chief academic officer may then determine that no additional action is necessary.

However, the chief academic officer should notify the faculty member in writing if an additional plan of disciplinary action is made. A copy of the disciplinary action should be placed in the faculty member's personnel file.

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3.12 Non-Tenured Faculty. Non-tenured faculty shall be afforded the same rights of academic freedom as tenured faculty.

Annual Evaluation. Unless the faculty member will not be reappointed the performance of non-tenured faculty members shall be evaluated on or before March 1, each year, and the results of the evaluation shall be placed in the personnel file of the non-tenured faculty member. The non-tenured faculty member shall be given a copy of the evaluation.

Non-Reappointment. The Board delegates to the university president or his or her designee the authority to reappoint or not to reappoint non-tenured faculty members. A non-tenured faculty member whose appointment is not renewed will be given written notice from the university on or before March 1, prior to termination of the current appointment. Failure to reappoint may be without specific or stated cause.

Termination for Cause or Suspension of Non-Tenured Faculty. The termination of employment for cause or suspension of a non-tenured faculty member within an existing contract period shall follow the same procedures and be limited to the same reasons as provided for tenured faculty members who are terminated for cause or suspended. --A failure to re-appoint may be without specific or stated cause.

Termination for Program Discontinuance or Financial Retrenchment. Employment of a non-tenured faculty member may be discontinued within an existing contract period based on genuine financial retrenchment, bona fide discontinuance of a program or department, or lack of need of one's services. Non-tenured faculty members discontinued within an existing contract period based on genuine financial retrenchment, bona fide discontinuance of a program or department, or lack of need of one's services shall not have greater job protection than tenured faculty.

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3.13 SABBATICAL LEAVE. The Board authorizes the university to grant sabbatical leave. If a university chooses to grant sabbatical leave, the following guidelines will prevail:

Purpose: The university may grant a sabbatical leave to faculty members to provide an opportunity for continued professional growth and new or renewed intellectual achievement through study, research, writing, and travel. The primary purpose of sabbaticals should be for post-doctoral study. A sabbatical may be used to engage in specialized scholarly activity or to provide a broad cultural experience. Such sabbaticals are intended to take place in off-campus settings. The university views a sabbatical as an investment with the expectation that the sabbatical will significantly enhance the faculty member's capacity to contribute to the objectives of the university. For this reason sabbatical leave applications are approved only when significant evidence indicates that the individual will achieve this purpose. Also, the approval of such sabbaticals shall be consistent with the appropriate budgetary and faculty arrangements so as not to disrupt the instructional program or other vital operations of the university.

Conditions of Award: A full sabbatical leave will be for one year at one-half salary. Persons who qualify for less than full sabbatical may be awarded a sabbatical on a proportional basis. Sabbatical leaves shall not be used as a means of augmenting personal income. The sabbatical program requires that persons on sabbatical devote full-time to the scholarly activity for which the sabbatical is granted and will receive no salary or stipend from sources other than the university, except that, with university approval, (1) persons on sabbatical at less than full salary may engage in other scholarly activity consistent with that for which the sabbatical is granted and receive salary, stipend, or honorarium from other sources in such amounts that total salary stipend, and honorarium do not exceed the annual income normally earned, and (2) persons on leave may receive grants from other sources for travel and research expenses incident to their scholarly activity.

Individuals receiving sabbatical leave shall enter into the following written agreement to return to the service of the university and remain for a number of months equal to four times the number of months of full-time equivalent salary (example: One half ($\frac{1}{2}$) salary x ten (10) months = five (5) full-time months; the number of months to return to the university is five (5) full-time months x four (4) = twenty (20) months) or to repay the university the amount of salary received while on sabbatical leave, unless released from the obligation by the Board. If the individual leaves the university prior to the end of the required time, whether voluntary or involuntarily, the amount to be paid the university shall be proportionally reduced.

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AGREEMENT

1. I agree to report in writing to the Chief Academic Officer via my department chair or division chair within three months of returning to University service a report of the activities I undertook on my sabbatical and I understand that should I fail to do so any future leave application can be denied.
2. I agree to withdraw from all departmental, college, and University committees for the duration of my leave.
3. I agree to remain in the service of the University at not less than my present salary for a number of months equal to four times the number of months of full-time equivalent salary.
4. I further agree that, in the event I do not return to the University, I will repay the University salary and cost of benefits received from the University during the sabbatical leave, and that, if I do not repay such sums upon demand the University may bring all necessary legal actions to recover this money from me.
5. I have read the section of the Faculty Handbook regarding the official policy of sabbatical leave.
6. I have read and reviewed the rules and regulations of the Oklahoma Teachers Retirement System related to sabbatical leave.

NAME (Please type):

SIGNATURE: _____

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At the termination of the sabbatical, and not later than three months after returning to the campus, the individual shall submit a report of the activities undertaken to the chief academic officer through the department chair and division chair. The report will be used to evaluate future applications for sabbaticals of faculty members who have been granted one or more sabbaticals.

Eligibility: Faculty members are eligible for full sabbatical leaves when they have been full-time employees of the university for six academic years. In order to qualify for a prorated sabbatical, the individual must have been a full-time employee of the university for a minimum of two academic years. For the purpose of determining eligibility for a sabbatical leave, time spent on a sabbatical is considered as full-time employment; however, time spent on leave without pay is not considered full-time employment. A faculty member is eligible for a subsequent full sabbatical after six years following any sabbatical leave grant whether full or partial.

Application: A faculty member shall make formal application for a sabbatical leave which includes the reasons for requesting the sabbatical leave, the activities planned during the sabbatical, and a schedule of the use of time while on the sabbatical leave. The application should be submitted to the president of the university through the appropriate department chair, division chair or dean, and vice president. The department chair, division chair or dean, and vice president shall each include a recommendation regarding the sabbatical leave. The decision for recommendation of a sabbatical leave shall be based on the following criteria:

- a). evidence of the highest critical need in order to maintain academic effectiveness;
- b). total years of academic or professional service at the university;
- c). potential contribution to an academic or professional discipline;
- d). length of remaining service to the university;
- e). possession of a terminal degree in the teaching field assigned; or pursuing a terminal degree in a teaching field in which there is a shortage of qualified faculty.

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403(B) PLAN
OF THE
REGIONAL UNIVERSITY SYSTEM
OF OKLAHOMA

As Amended and Restated
Effective May 1, 2019

Adopted by the Board of Regents
on April 12, 2019

**MCAFEE & TAFT A PROFESSIONAL CORPORATION
NON-ERISA 403(b) VOLUME SUBMITTER PLAN**

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MCATFE & TAFT A PROFESSIONAL CORPORATION
403(b) NON-ERISA VOLUME SUBMITTER PLAN
BASIC PLAN DOCUMENT #22

FIS Business Systems LLC through its agent, in its capacity as Volume Submitter Practitioner, sponsors this Volume Submitter Plan intended to conform to and qualify under §403(b) of the Internal Revenue Code of 1986, as amended. An Employer establishes a Plan under this Volume Submitter Plan by executing an Adoption Agreement. When any provisions of this Volume Submitter Plan or the Adoption Agreement is marked "RESERVED," that means that the provision was deliberately omitted but section numbering was retained to help maintain consistency.

ARTICLE 1. DEFINITIONS

1.01 Account. Account means the account(s) maintained for the benefit of any Participant, Beneficiary, or Alternate Payee under one or more Investment Arrangements. Unless required due to an Investment Arrangement, the term "separate Account" means a separate accounting for recordkeeping purposes.

1.02 Account Balance. Account Balance means the total benefit to which a Participant, Beneficiary, or Alternate Payee is entitled under an Investment Arrangement, taking into account all contributions made to the Investment Arrangement and all earnings or losses (including expenses) that are allocable to the Account, any Rollover Contributions or transfers held under the Account, and any distribution made to the Participant, the Beneficiary, or an Alternate Payee. The Account Balance includes any part of the Account that is treated under the Plan as a separate contract to which Code §403(c) (or another applicable provision of the Code) applies. In the case of an Annuity Contract that provides additional benefits, to the extent required under the Code, such term also will include the actuarial value of the Participant's vested interest in such other benefits as determined by the Vendor.

1.03 Accumulated Benefit. Accumulated Benefit means the sum of a Participant's, Beneficiary's or Alternate Payee's Account Balances under all Investment Arrangements under the Plan.

1.04 Adoption Agreement. Adoption Agreement means the document executed by each Employer adopting this Plan. References to Adoption Agreement within this basic plan document are to the Adoption Agreement as completed and executed by a particular Employer unless the context clearly indicates otherwise. An adopting Employer's Adoption Agreement and this basic plan document together constitute a single Plan of the Employer. The Plan also includes any Investment Arrangement, and such other list(s), policies and procedures, or written document(s) (such as loan policies or service contracts), which, when properly executed or otherwise put into effect fully describe the Plan and practice of the Employer with respect to the Plan from and after the later of the initial Effective Date or restated Effective Date as set forth in the Adoption Agreement, to the extent such items do not conflict with the terms of this basic plan document and the Adoption Agreement. Each elective provision of the Adoption Agreement corresponds (by its parenthetical section reference) to the section of the Plan which grants the election. All "Section" references within an Adoption Agreement are to the basic plan document. All "Election" references within an Adoption Agreement are Adoption Agreement references. The Employer or Plan Administrator to facilitate Plan administration or to generate written policies or forms for use with the Plan may maintain one or more administrative checklists as an attachment to the Adoption Agreement or otherwise. Any such checklists are not part of the Plan.

1.05 Advisory Letter. Advisory Letter means an IRS issued advisory letter as to the acceptability of the form of a Volume Submitter Plan. For further description of advisory letters, see IRS Rev. Proc. 2013-22.

1.06 Annuity Contract. Annuity Contract means a nontransferable group or individual contract as defined in Code §§403(b)(1) and 401(g), established for each Participant by the Employer, or by each Participant individually, that is issued by an Insurance Company qualified to issue annuities in a State and that includes payment in the form of an annuity. See Section 8.03. In the case of an Annuity Contract, the term "Individual Account" when used under the Plan will include individual annuity certificates issued on behalf of a Participant or Beneficiary, in addition to individual Annuity Contracts.

1.07 Appendix. Appendix means one of the Appendices to an Adoption Agreement which are expressly authorized by the Plan and as part of the Plan, are covered by the Plan's Advisory Letter. The Appendices are part of the Adoption Agreement.

1.08 Beneficiary. Beneficiary means a person or entity designated by a Participant or by the Plan who is or may become entitled to a benefit under the Plan upon the Participant's death, as identified under the terms governing each Investment Arrangement or in other records maintained under the Plan. A Beneficiary who becomes entitled to a benefit under the Plan remains a Beneficiary under the Plan until the Vendor has fully distributed to the Beneficiary his/her Plan benefit. A Beneficiary's right to (and the Plan Administrator's duty to provide to the Beneficiary) information or data concerning the Plan does not arise until the Beneficiary first becomes entitled to receive a benefit under the Plan.

1.09 Church. Church means an organization described in Code §3121(w)(3)(A), and generally refers to a church, a convention or association of churches, or an elementary, secondary school or seminary that is controlled, operated, or principally supported by a church or a convention or association of churches. A Church also includes a QCCO. Church does not include any other organization, whether or not that organization is controlled by or associated with a Church, as so defined.

(A) **Church-Related Organization.** A Church-Related Organization means a church or convention or association of churches or other organization described in Code §414(e)(3)(A).

(B) **Church Plan.** Church Plan means a plan described in Code §414(e).

(C) **Qualified Church-Controlled Organization or QCCO.** "Qualified Church-Controlled Organization" (QCCO) means an organization described in Code §3121(w)(3)(B), and generally refers to any church controlled, tax-exempt organization described in Code §501(c)(3), other than an organization which:

(1) Offers goods, services, or facilities for sale, other than on an incidental basis, to the general public, other than goods, services, or facilities which are sold at a nominal charge which is substantially less than the cost of providing such goods, services, or facilities; and

(2) Normally receives more than 25% of its support from either: (a) governmental sources, or (b) receipts from admissions, sales of merchandise, performance of services, or furnishing of facilities, in activities which are not unrelated trades or businesses, or both.

(D) **Non-Qualified Church-Controlled Organization or Non-QCCO.** Non-Qualified Church-Controlled Organization (Non-QCCO) means a church-controlled, tax-exempt organization described in Code §501(c)(3) that is not a Church or a QCCO.

1.10 **Code.** Code means the Internal Revenue Code of 1986, as amended and includes applicable IRS Guidance.

1.11 **Compensation.**

(A) **Uses and Context.** Any reference in the Plan to Compensation is a reference to the definition in this Section 1.11 unless the Plan reference, or the Employer in its Adoption Agreement, modifies this definition. Except as the Plan otherwise specifically provides, the Plan Administrator will take into account only Compensation actually paid during (or as permitted under the Code, paid for) the relevant period. A Compensation payment includes Compensation paid by the Employer through another person under the common paymaster provisions in Code §§3121 and 3306. The Employer in its Adoption Agreement may elect to allocate contributions based on Compensation within a specified 12 month period which ends within a Plan Year.

(B) **Base Definitions and Modifications.** The Employer in its Adoption Agreement must elect one of the following base definitions of Compensation: W-2 Wages, Code §3401(a) Wages, or 415 Compensation. The Employer may elect a different base definition as to different Contribution Types. The Employer in its Adoption Agreement may specify any modifications thereto, for purposes of contribution allocations under Article 3. If the Employer fails to elect one of the above-referenced definitions, the Employer is deemed to have elected the W-2 Wages definition.

(1) **W-2 Wages.** W-2 Wages means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051, and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)). The Employer in Appendix B to its Adoption Agreement may elect to exclude from W-2 Compensation, certain Employer paid or reimbursed moving expenses as described therein.

(2) **Code §3401(a) Wages (income tax wage withholding).** Code §3401(a) Wages means wages within the meaning of Code §3401(a) for the purposes of income tax withholding at the source, but determined without regard to any rules that limit the remuneration included in wages based on the nature or the location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(3) **Code §415 Compensation (current income definition/simplified compensation under Treas. Reg. §1.415(c)-2(d)(2)).** Code §415 Compensation means the Employee's wages, salaries, fees for professional service and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)).

Code §415 Compensation does not include:

(a) **Deferred compensation/SEP/SIMPLE.** Employer contributions (other than Elective Deferrals) to a plan of deferred compensation (including a simplified employee pension plan under Code §408(k) or to a SIMPLE retirement account under Code §408(p)) to the extent the contributions are not included in the gross income of the Employee for the Taxable Year in which contributed, and any distributions from a plan of deferred compensation

(whether or not qualified), regardless of whether such amounts are includible in the gross income of the Employee when distributed.

(b) **Option exercise.** Amounts realized from the exercise of a non-qualified stock option (an option other than a statutory option under Treas. Reg. §1.421-1(b)), or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture under Code §83.

(c) **Sale of option stock.** Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option as defined under Treas. Reg. §1.421-1(b).

(d) **Other amounts that receive special tax benefits.** Other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts under Code §125).

(e) **Other similar items.** Other items of remuneration which are similar to any of the items in Sections (3)(a) through (d).

(4) **Alternative (general) 415 Compensation.** The Employer in Appendix B to its Adoption Agreement may elect to apply the 415 definition of Compensation in Treas. Reg. §1.415(c)-2(a). Under this definition, Compensation means as defined in Section (3) but with the addition of: (a) amounts described in Code §§104(a)(3), 105(a), or 105(h) but only to the extent that these amounts are includible in the Employee's gross income; (b) amounts paid or reimbursed by the Employer for moving expenses incurred by the Employee, but only to the extent that at the time of payment it is reasonable to believe these amounts are not deductible by the Employee under Code §217; (c) the value of a nonstatutory option (an option other than a statutory option under Treas. Reg. §1.421-1(b)) granted by the Employer to the Employee, but only to the extent that the value of the option is includible in the Employee's gross income for the Taxable Year of the grant; (d) the amount includible in the Employee's gross income upon the Employee's making of an election under Code §83(b); and (e) amounts that are includible in the Employee's gross income under Code §409A or Code §457(f)(1)(A) or because the amounts are constructively received by the Participant. [Note if the Plan's definition of Compensation is W-2 Wages or Code §3401(a) Wages, then Compensation already includes the amounts described in clause (e).]

(C) **Deemed 125 Compensation.** Deemed 125 Compensation means, in the case of any definition of Compensation which includes a reference to Code §125, amounts under a plan of the Employer that are not available to a Participant in cash in lieu of group health coverage, because the Participant is unable to certify that he/she has other health coverage. Compensation under this Section 1.11 does not include Deemed 125 Compensation, unless the Employer in Appendix B to its Adoption Agreement elects to include Deemed 125 Compensation under this Section 1.11.

(D) **Elective Deferrals.** Compensation under Section 1.11 includes Elective Deferrals unless the Employer in its Adoption Agreement elects to exclude Elective Deferrals. In addition, for purposes of making Elective Deferrals, Compensation means as defined in Section 1.11 and as the Employer elects in its Adoption Agreement.

(E) **Compensation Dollar Limitation.** For any Plan Year, the Plan Administrator in allocating contributions under Article 3, cannot take into account more than \$270,000 (or for years after 2017, such larger amount as the IRS may prescribe pursuant to an adjustment made in the same manner as under Code §415(d)) of any Participant's Compensation. Notwithstanding the foregoing, an Employee under a 403(b) Plan may make Elective Deferrals with respect to Compensation which exceeds the Plan Year Compensation limitation, provided such Elective Deferrals otherwise satisfy the Elective Deferral Limit and other applicable Plan limitations. In applying any Plan limitation on the amount of Matching Contributions or any Plan limit on Elective Deferrals which are subject to Matching Contributions, where such limits are expressed as a percentage of Compensation, the Plan Administrator may apply the Compensation limit under this Section (E) annually, even if the Matching Contribution formula is applied on a per pay period basis or is applied over any other time interval which is less than the full Plan Year or the Plan Administrator may pro rate the Compensation limit. The limit under this Section (E) shall not apply to a plan maintained by a Church.

(1) **Grandfathered Governmental Plan limit.** For a restated Governmental Plan, this Section (E) will not apply to an eligible Participant to the extent it would reduce the Participant's Compensation taken into account to an amount less than the amount allowed under the Plan as in effect on July 1, 1993. An "eligible Participant" is a Participant who first became a Participant during a Plan Year beginning before January 1, 1996 (or, if earlier, the first Plan Year in which the Employer amended the Plan to reflect the limitation of Code §401(a)(17)).

(F) **[Reserved]**

(G) **Excluded Compensation.** Excluded Compensation means such Compensation as the Employer in its Adoption Agreement elects to exclude for purposes of this Section 1.11. Regardless of the definition of Compensation selected in the Adoption Agreement, the Plan Administrator may adopt a uniform policy for purposes of determining the amount of a Participant's Elective Deferrals of excluding non-cash Compensation. For purposes of this Section (G), non-cash Compensation means tips, fringe benefits, and other items of Compensation not regularly paid in cash or cash equivalents, or for which the

Employer does not or may not have the ability to withhold Elective Deferrals in cash for the purpose of transmitting the Elective Deferrals to the Plan pursuant to the Participant's Deferral Election. Unless otherwise specified, the Plan Administrator shall determine the amount of a Participant's Compensation (for purposes of allocations), by disregarding Excluded Compensation.

(H) **Pre-Entry Compensation.** The Employer in its Adoption Agreement for allocation purposes must elect Participating Compensation or Plan Year Compensation as to some or all Contribution Types.

(1) **Participating Compensation.** Participating Compensation means Compensation only for the period during the Plan Year in which the Participant is a Participant in the overall Plan, or as to a Contribution Type as applicable. If the Employer in its Adoption Agreement elects Participating Compensation, the Employer will elect whether to apply the election to all Contribution Types or only to particular Contribution Type(s).

(2) **Plan Year Compensation.** Plan Year Compensation means Compensation for a Plan Year, including Compensation for any period prior to the Participant's Entry Date in the overall Plan or as to a Contribution Type as applicable. If the Employer in its Adoption Agreement elects Plan Year Compensation, the Employer will elect whether to apply the election to all Contribution Types or only to particular Contribution Type(s).

(I) **Post-Severance Compensation.** Compensation includes Post-Severance Compensation to the extent the Employer elects in its Adoption Agreement or as the Plan otherwise provides. Post-Severance Compensation is Compensation paid after a Participant's Severance from Employment from the Employer, as further described in this Section (I). As the Employer elects, Post-Severance Compensation may include any or all of regular pay, leave cash-outs, or deferred compensation paid within the time period described in Section (I), and may also include salary continuation for military service and/or for disabled Participants, all as defined below. Any other payment paid after Severance from Employment that is not described in this Section (I) is not Compensation even if payment is made within the time period described below. Post-Severance Compensation does not include severance pay, parachute payments under Code §280G(b)(2) or payments under a nonqualified unfunded deferred compensation plan unless the payments would have been paid at that time without regard to Severance from Employment.

(1) **Timing.** Post-Severance Compensation includes regular pay, leave cash-outs, or deferred compensation only to the extent the Employer pays such amounts by the later of 2 1/2 months after Severance from Employment or by the end of the Limitation Year that includes the date of such Severance from Employment.

(a) **Regular pay.** Regular pay means the payment of regular Compensation for services during the Participant's regular working hours, or Compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, but only if the payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(b) **Leave cash-outs.** Leave cash-outs means payments for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued and if Compensation would have included those amounts if they were paid prior to the Participant's severance from employment.

(c) **Deferred compensation.** As used in this Section (I), deferred compensation means the payment of deferred compensation pursuant to an unfunded deferred compensation plan, if Compensation would have included the deferred compensation if it had been paid prior to the Participant's Severance from Employment, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

(2) **Salary continuation for disabled Participants.** Salary continuation for disabled Participants means Compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)). This Section (2) will apply, as the Employer elects in its Adoption Agreement, either just to NHCEs (who are NHCEs immediately prior to becoming disabled) or to all Participants for a fixed or determinable period specified in the Adoption Agreement.

(J) [Reserved]

(K) **Deemed Disability Compensation.** The Plan does not include Deemed Disability Compensation under Code §415(c)(3)(C) unless the Employer in its Adoption Agreement elects to make Employer Contributions with respect to Deemed Disability Compensation under this Section (K). Deemed Disability Compensation is the Compensation the Participant would have received for the year if the Participant were paid at the same rate as applied immediately prior to the Participant becoming permanently and totally disabled (as defined in Code §22(e)(3)) if such deemed compensation is greater than actual Compensation as determined without regard to this Section (K). This Section (K) applies only if the affected Participant is an NHCE immediately prior to becoming disabled (or the Adoption Agreement election provides for the continuation of contributions on behalf of all such disabled participants for a fixed or determinable period) and all contributions made with respect to Compensation under this Section (K) are immediately Vested.

(L) **Differential Wage Payments.** Unless the Employer otherwise elects in Appendix B to its Adoption Agreement, the Plan will treat Differential Wage Payments as Compensation for all Plan contribution and benefit purposes.

(M) **Includible Compensation.** Includible Compensation means the Employee's Compensation received from the Employer that is includible in the Participant's gross income for Federal income tax purposes (computed without regard to Code §911, relating to United States citizens or residents living abroad), including Differential Wage Payments, for the most recent period that is a Year of 403(b) Service. Includible Compensation also includes any Elective Deferral or other amount contributed or deferred by the Employer at the election of the Employee that would be includible in the Employee's gross income but for the rules of Code §§125, 132(f)(4), 402(e)(2), 402(h)(1)(B), 402(k), or 457(b). Includible Compensation does not include any Compensation received during a period when the Employer is not an Eligible Employer or any Compensation, other than Post-Severance Compensation, paid after Severance of Employment. The amount of Includible Compensation is determined without regard to any community property laws. Except as provided in Treas. Reg. §1.401(a)(17)-1(d)(4)(ii) with respect to eligible participants in governmental plans, the amount of Includible Compensation of any Participant taken into account in determining contributions will not exceed \$270,000, as adjusted for cost-of-living increases in accordance with Code §401(a)(17)(B) for periods after 2017.

(N) **Deemed Includible Compensation.** Deemed Includible Compensation is determined on a monthly basis. A former Employee's Deemed Includible Compensation for any month is 1/12 of the amount of Compensation the former Employee received from the Employer that is includible in gross income for the most recent period (ending not later than the close of the Taxable Year) which constitutes one Year of 403(b) Service. Deemed Includible Compensation will be determined in accordance with the rules for determining Includible Compensation and in accordance with Treas. Reg. §1.403(b)-4(d). The first month in which a former Employee has Deemed Includible Compensation is the month after the Employee Separates from Service. The Deemed Includible Compensation shall continue until the last day of the fifth Taxable Year which begins after the Employee Separates from Service.

1.12 **Contribution Types.** Contribution Types means the contribution types required or permitted under the Plan as the Employer elects in its Adoption Agreement.

1.13 **Custodial Account/Custodial Agreement.** Custodial Account means the group or individual custodial account or accounts, as defined in Code §403(b)(7), established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan. A Custodial Agreement means a separate written agreement between the Participant (or Employer) and the Custodian which sets forth the terms of the Custodian's engagement. See Section 8.04.

1.14 **Custodian.** Custodian means a bank or person who qualifies as a non-bank custodian under Code §401(f)(2) and who accepts the position of Custodian by executing the Adoption Agreement or by executing a separate Custodial Agreement.

1.15 **Defined Contribution Plan.** Defined Contribution Plan means a retirement plan which provides for an individual account for each Participant and for benefits based solely on the amount contributed to the Participant's Account, and on any Earnings, expenses, and forfeitures which the Plan may allocate to such Participant's Account.

1.16 **Defined Benefit Plan.** Defined Benefit Plan means a retirement plan which does not provide for individual accounts for Employer contributions and which provides for payment of determinable benefits in accordance with the plan's formula.

1.17 **Denominational Service.** Denominational Service means a person's completed years and months in the paid employment of a church or convention or association of churches with which the Employer is associated, and/or in the paid employment of an agency or organization that is exempt from tax under Code §501 and that is controlled by or associated with the church or convention or association of churches with which the Employer is associated. Denominational Service also includes all years of service by a duly ordained, commissioned, or licensed minister of a church. The Participant is responsible to inform the Employer of Denominational Service the Participant wishes the Plan to count.

1.18 **Differential Wage Payment.** Differential Wage Payment means differential wage payment as defined by Code §3401(h)(2).

1.19 **Disability/Disabled.** Disabled shall have the meaning provided in the Investment Arrangement. If not defined in the Investment Arrangement, Disabled means unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long continued and indefinite duration. The permanence and degree of such impairment shall be supported by medical evidence. The Employer in Appendix B to its Adoption Agreement can specify a different definition of Disabled which is not inconsistent with the Code and which will apply in place of the definition in the second sentence of this Paragraph. A person who is Disabled has a "Disability."

(A) **Administration.** For purposes of this Plan, a Participant is disabled on the date the Plan determines the Participant satisfies the definition of Disability. The Plan may require a Participant to submit to a physical examination in order to confirm the Participant's Disability. The provisions of this Section will be applied in a consistent manner. If the Plan satisfies the ERISA Safe Harbor Exemption, the Employer, in any capacity, will not have any discretionary authority to determine if a Participant has a Disability.

1.20 DOL. DOL means the U.S. Department of Labor.

1.21 Earnings. Earnings means the net income, gain or loss earned by a particular Account or with respect to a contribution or to a distribution, as the context requires.

1.22 Educational Organization. Educational Organization means an organization described under Code §170(b)(1)(A)(ii), relating to educational organizations that normally maintain a regular faculty and curriculum and normally have a regularly enrolled body of pupils or students in attendance where the educational activities are regularly carried on.

1.23 Effective Date. The Effective Date of this Plan is the date the Employer elects in its Adoption Agreement. However, as to a particular provision, a different effective date may apply as this basic plan document may provide or as the Employer may elect in its Adoption Agreement, or a Participation Agreement, or in any other document which evidences the action taken. If this Plan restates a previously existing plan, the Effective Date of the provisions of this restatement do not need to be earlier than January 1, 2010. If this Plan is retroactively effective, the provisions of this Plan generally control.

1.24 Elective Deferrals. Elective Deferrals means a Participant's Pre-Tax Deferrals, Roth Deferrals, Automatic Deferrals and, as the context requires, Age 50 Catch-Up Deferrals and Qualified Organization Catch-Up Deferrals under the Plan, and which the Employer contributes to the Plan at the Participant's election (or automatically) in lieu of cash compensation. As to other plans, as may be relevant to the Plan, Elective Deferrals means amounts excludible from the Employee's gross income under Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), 408(p) or 457(b), and includes amounts included in the Employee's gross income under Code §402A, and contributed by the Employer, at the Employee's election, to a cafeteria plan, a qualified transportation fringe benefit plan, a 401(k) plan, a SARSEP, a tax-sheltered annuity, a SIMPLE plan or a Code §457(b) plan.

(A) **Pre-Tax Deferral.** Pre-Tax Deferral means an Elective Deferral (including a Catch-Up Deferral or an Automatic Deferral) which is not a Roth Deferral.

(B) **Roth Deferral.** Roth Deferral means an Elective Deferral (including a Catch-Up Deferral or an Automatic Deferral) which a Participant irrevocably designates as a Roth Deferral under Code §402A at the time of deferral and which is subject to income tax when made to the Plan. In the case of an Automatic Deferral, the Plan makes such irrevocable designation in accordance with Section 3.02(B).

(C) **Automatic Deferral.** See Section 3.02(B)(4)(a).

(D) **Age 50 Catch-Up Deferral.** See Section 3.02(E)(2).

(E) **Qualified Organization Catch-Up Deferral.** See Section 3.02(D)(1).

(F) **One-time Irrevocable Elections.** Contributions made pursuant to a Participant's one-time irrevocable election when he/she is initially eligible to make a salary reduction election are not Elective Deferrals. Contributions made pursuant to a one-time irrevocable election are Mandatory Employee Contributions under Section 1.46.

1.25 Eligible Employee. Eligible Employee means an Employee other than an Excluded Employee.

1.26 Eligible Employer. Eligible Employer means a State (but only as to a State Employee Performing Services for a Public School), or a Code §501(c)(3) organization as to any employee of the Code §501(c)(3) organization. The term "Employer" also includes any organization other than an organization described in Code §501(c)(3) that employs a minister described in Code §414(e)(5)(A)(i)(II), but solely with respect to the participation in the Plan by the minister, and only if such Employer's participation is approved by the Plan Administrator in accordance with rules and procedures adopted for such purposes. Furthermore, (1) a self-employed minister described in Code §414(e)(5)(A)(i)(I) may only participate in the Plan if the self-employed minister has no Employees, and (2) a minister described in Code §414(e)(5)(A)(i)(II) may participate in the Plan for Elective Deferrals but may only participate in the Plan with respect to Employer Contributions if such minister is an NHCE.

1.27 Employee. Except with regard to a Public School, Employee means any common law employee of the Employer. Employee includes, if the Plan is a Church Plan, a minister described in Code §414(e)(5)(A)(i)(II). Employee does not include an independent contractor. See also Section 1.26 with regard to Employers of ministers which are not otherwise Eligible Employers.

(A) **Public School.** If the Employer is a Public School, then Employee means each individual who is a common law employee of a State performing services for a Public School of the State, including an individual who is appointed or elected. This definition is not applicable unless the Employee's compensation for performing services for a Public School is paid by the State. Further, a person occupying an elective or appointive public office is not an Employee of a Public School unless such office is one to which an individual is elected or appointed and only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State.

(B) **Differential Wage Payment.** An individual receiving a Differential Wage Payment from the Employer is treated as an Employee of the Employer.

1.28 Employee Contribution. Employee Contribution means a Participant's after-tax contribution to an Investment Arrangement which the Participant designates as an Employee Contribution at the time of contribution. Neither an Elective Deferral (Pre-Tax or Roth) nor a Mandatory Employee Contribution is an Employee Contribution.

1.29 Employer. Employer means each Signatory Employer, Lead Employer, Related Employer, and Participating Employer as the Plan indicates or as the context requires. The Employer also includes any successor to a Signatory Employer, Lead Employer, or Participating Employer if such Employer agrees to continue to maintain the Plan. Only an Eligible Employer may be the Signatory Employer or Participating Employer.

(A) **Signatory Employer.** The Signatory Employer is the Employer who establishes a Plan under this Volume Submitter Plan by executing an Adoption Agreement. The Employer for purposes of acting as Plan Administrator, making Plan amendments, restating the Plan, terminating the Plan or performing settlor functions, means the Signatory Employer and does not include any Related Employer or Participating Employer. The Signatory Employer also may terminate the participation in the Plan of any Participating Employer upon written notice. The Signatory Employer will provide such notice not less than 30 days prior to the date of termination unless the Signatory Employer determines that the interest of Plan Participants requires earlier termination.

(B) **Related Group/Related Employer.** A Related Group is a controlled group of corporations (as defined in Code §414(b)), trades or businesses (whether or not incorporated) which are under common control (as defined in Code §414(c)), an affiliated service group (as defined in Code §414(m)) or an arrangement otherwise described in Code §414(o). If the Employer is a governmental employer or a Church, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under IRS Notice 89-23. Each Employer/member of the Related Group is a Related Employer. The term "Employer" includes every Related Employer for purposes of crediting Service and Hours of Service, determining Years of Service and Breaks in Service under Articles 2 and 4, determining Separation from Service, applying the coverage test under Code §410(b), applying the Annual Additions Limit to 403(b) plans, applying the definitions of Employee, HCE and Compensation (except as the Employer may elect in its Adoption Agreement relating to allocations) and for any other purpose the Code or the Plan require.

(C) **Participating Employer.** Participating Employer means a Related Employer (to the Signatory Employer or another Related Employer) which signs the Execution Page of the Adoption Agreement or a Participation Agreement to the Adoption Agreement. Only a Participating Employer (or Employees thereof) may contribute to the Plan. A Participating Employer is an Employer for all purposes of the Plan except as provided in Sections 1.29(A). If Article 10 applies, a Participating Employer includes an unrelated Employer who executes a Participation Agreement. See Section 10.02.

1.30 Employer Contribution. Employer Contribution means a Nonelective Contribution or a Matching Contribution, as the context may require.

1.31 Entry Date. Entry Date means the date(s) the Employer elects in its Adoption Agreement upon which an Eligible Employee who has satisfied the Plan's eligibility conditions and who remains employed by the Employer on the Entry Date commences participation in the Plan or in a part of the Plan. An Employee's Entry Date with regard to Elective Deferrals is the date the Employee becomes a Participant with regard to Elective Deferrals under Article 2.

1.32 EPCRS. EPCRS means the IRS' Employee Plans Compliance Resolution System for resolving plan defects, or any successor program.

1.33 ERISA. ERISA means the Employee Retirement Income Security Act of 1974, as amended, and includes applicable DOL regulations.

1.34 ERISA Plan. Being an ERISA Plan means the Plan is subject to ERISA. This Plan may only be used by a governmental Employer (ERISA §§4(b)(1) and 3(32)) or by a "non-electing" church (ERISA §§4(b)(2) and 3(32)), or if the Plan satisfies the ERISA Safe Harbor Exemption.

(A) **ERISA Safe Harbor Exemption.** ERISA Safe Harbor Exemption means the exemption established by DOL Reg. §2510.3-2(f), under which the Plan, if otherwise subject to Title I of ERISA, is not an ERISA Plan, as explained in DOL Field Assistance Bulletins 2007-02 and 2010-01 or any other applicable DOL guidance. If the Plan intends to qualify for the ERISA Safe Harbor Exemption, the Plan will allocate the responsibility for performing discretionary determinations that will compromise the exemption to persons other than the Employer. See Section 7.01(H). To qualify for the exemption, there can be no Employer contributions other than Elective Deferrals.

1.35 Excluded Employee. Excluded Employee means, as the Employer elects in its Adoption Agreement, any Employee, or class of Employees, not eligible to participate in the Plan with regard to a specific Contribution Type. The Employer must elect any Excluded Employees in accordance with the Adoption Agreement limitations. The Employer in the Adoption Agreement may designate different groups of Excluded Employees for each Contribution Type. The Adoption Agreement may specify that Employees who fail to make an irrevocable election described in Section 1.24(F) are Excluded Employees, either as to the Plan as a whole or as to Employer Contributions.

(A) **Collective Bargaining Employees.** If the Employer elects in its Adoption Agreement to exclude collective bargaining Employees from eligibility to participate for purposes other than making Elective Deferrals, the exclusion applies to any Employee included in a unit of Employees covered by an agreement which the Secretary of Labor finds to be a collective bargaining agreement between employee representatives and one or more employers if: (1) retirement benefits were the subject of good faith bargaining; and (2) two percent or fewer of the employees covered by the agreement are "professional employees" as defined in Treas. Reg. §1.410(b)-9, unless the collective bargaining agreement requires the Employee to be included within the Plan. The term "employee representatives" does not include any organization more than half the members of which are owners, officers, or executives of the Employer. Regardless of the preceding, the Employer may elect in its Adoption Agreement to exclude collective bargaining Employees from eligibility to participate for purposes of making Elective Deferrals if the Employer maintains another plan that satisfies the universal availability requirements of Code §403(b)(12).

(B) **Nonresident Aliens.** If the Employer elects in its Adoption Agreement to exclude nonresident aliens from eligibility to participate, the exclusion applies to any nonresident alien Employee who does not receive any earned income, as defined in Code §911(d)(2), from the Employer which constitutes United States source income, as defined in Code §861(a)(3).

(C) **Student Employees.** If the Employer elects in its Adoption Agreement to exclude Student Employees, the exclusion applies to students performing services described in Code §121(b)(10).

(D) **Reclassified Employees.** A Reclassified Employee is an Excluded Employee for purposes of Employer Contributions (and for purposes of Elective Deferrals if the Employer is a Church) unless the Employer in Appendix B to its Adoption Agreement elects: (a) to include all Reclassified Employees as Eligible Employees; (b) to include one or more categories of Reclassified Employees as Eligible Employees; or (c) to include Reclassified Employees (or one or more groups of Reclassified Employees) as Eligible Employees as to one or more Contribution Types. A Reclassified Employee is any person the Employer erroneously did not treat as a common law employee and it is later determined (irrespective of a binding determination) that the person should have been treated as a common law employee. A person who is an independent contractor is not an Employee or, absent such later determination, a Reclassified Employee, and therefore may not be an Eligible Employee under this Plan.

(E) **Employees who normally work less than 20 hours per week.** The Employer in its Adoption Agreement may elect to exclude any Employee who normally works less than 20 hours per week. Under this election, an Employee is excluded from the Plan provided (1) for the Initial Eligibility Computation Period, the Employer reasonably expected the Employee to work less than 1,000 Hours of Service in such period; and (2) for each Subsequent Eligibility Computation Period, except as provided below in this Paragraph, the Employee worked less than 1,000 Hours of Service in any preceding Eligibility Computation Period. The provisions of Section 2.02(C) apply by analogy to the determination of Eligibility Computation Periods and Service within an Eligibility Computation Period. The Employer in the Adoption Agreement may select a lesser threshold than 20 hours per week. In that case, the 1,000 Hour of Service requirement will be adjusted pro rata. Except as limited by the following sentence, any Employee who completes more than 1,000 Hours of Service during an Eligibility Computation Period will not be an Excluded Employee under this Section 1.35(E) for any subsequent Plan Year. The preceding sentence does not apply (1) with respect to any contributions if the Employer is a Church, or (2) with respect to Employer Contributions if the Employer is not a Church. For purposes of this exclusion, the Plan Administrator may use any reasonable, consistent method of crediting Hours of Service, regardless of the method elected in the Adoption Agreement for other purposes.

(F) **Transition rules.** Unless the Employer indicates otherwise in Appendix B to its Adoption Agreement, the Plan excludes for purposes of making Elective Deferrals employees described in Treas. Reg. §1.403(b)-11(d), to the extent and for the time periods specified therein. Under these rules, if the Plan excluded from deferring, on July 26, 2007, certain visiting professors, employees affiliated with a religious order who are under a vow of poverty, or employees who made a one-time election to participate in a Governmental Plan that is not a 403(b) plan, then the Plan may maintain that exclusion during the plan year which began in 2009. Additionally, if the Plan excluded from deferring, on July 26, 2007, certain collective bargaining employees, then the Plan may maintain that exclusion until July 26, 2010, or, if earlier, the date on which the related collective bargaining agreement terminates. If the Plan is a Governmental Plan for which amendment authority rests with a legislative body which meets in session, then the foregoing deadlines are extended to January 1, 2011, or, if earlier, the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after January 1, 2009.

(G) **Per Diem Employees.** If the Employer elects in its Adoption Agreement to exclude Per Diem Employees, then Employees who are employed on an as-needed basis by the Employer are excluded.

1.36 401(m) Plan. 401(m) Plan means the portion, if any, of the 403(b) plan or another plan the Employer establishes, subject to the requirements of Code §401(m).

1.37 403(b) Plan. 403(b) Plan means this 403(b) plan.

1.38 Governmental Plan. Governmental Plan means a plan maintained by a State and described in Code §414(d).

1.39 HCE. HCE means a highly compensated Employee, defined under Code §414(q) as an Employee who during the preceding Plan Year (or in the case of a short Plan Year, the immediately preceding 12 month period) had Compensation in excess of \$80,000 (as adjusted by the IRS for the relevant year) and, if the Employer under its Adoption Agreement makes the top-paid group election, was part of the top-paid 20% group of Employees (based on Compensation for the preceding Plan Year).

(A) **Compensation Definition.** For purposes of this Section 1.39, "Compensation" means Compensation as defined in Section 4.05(D).

(B) **Top-paid Group/Calendar Year Data.** The determination of who is an HCE, including the determinations of the number and identity of the top-paid 20% group, must be consistent with Code §414(q) and regulations issued under that Code section. The Employer in its Adoption Agreement may make a calendar year data election to determine the HCEs for the Plan Year, as prescribed by IRS Guidance. A calendar year data election must apply to all plans of the Employer which reference the HCE definition in Code §414(q). For purposes of this Section 1.39, if the current Plan Year is the first year of the Plan, then the term "preceding Plan Year" means the 12-consecutive month period immediately preceding the current Plan Year.

1.40 Hour of Service. Hour of Service means:

(A) **Paid and duties.** Each Hour of Service for which the Employer, either directly or indirectly, pays an Employee, or for which the Employee is entitled to payment, for the performance of duties. The Plan credits Hours of Service under this Paragraph (A) to the Employee for the computation period in which the Employee performs the duties, irrespective of when paid;

(B) **Back pay.** Each Hour of Service for back pay, irrespective of mitigation of damages, to which the Employer has agreed or for which the Employee has received an award. The Plan credits Hours of Service under this Paragraph (B) to the Employee for the computation period(s) to which the award or the agreement pertains rather than for the computation period in which the award, agreement or payment is made; and

(C) **Payment but no duties.** Each Hour of Service for which the Employer, either directly or indirectly, pays an Employee, or for which the Employee is entitled to payment (irrespective of whether the employment relationship is terminated), for reasons other than for the performance of duties during a computation period, such as leave of absence, vacation, holiday, sick leave, illness, incapacity (including disability), layoff, jury duty or military duty. The Plan will credit no more than 501 Hours of Service under this Paragraph (C) to an Employee on account of any single continuous period during which the Employee does not perform any duties (whether or not such period occurs during a single computation period). The Plan credits Hours of Service under this Paragraph (C) in accordance with the rules of paragraphs (b) and (c) of Labor Reg. §2530.200h-2, which the Plan, by this reference, specifically incorporates in full within this Paragraph (C).

The Plan will not credit an Hour of Service under more than one of the above Paragraphs (A), (B) or (C). A computation period for purposes of this Section 1.40 is the Plan Year, Year of Service period, Break in Service period or other period, as determined under the Plan provision for which the Plan is measuring an Employee's Hours of Service. The Plan will resolve any ambiguity with respect to the crediting of an Hour of Service in favor of the Employee.

(D) **Method of Crediting Hours of Service.** The Employer must elect in its Adoption Agreement the method the Plan will use in crediting an Employee with Hours of Service and the purpose for which the elected method will apply.

(1) **Actual Method.** Under the Actual Method as determined from records, an Employee receives credit for Hours of Service for hours worked and hours for which the Employer makes payment or for which payment is due from the Employer.

(2) **Equivalency Method.** Under an Equivalency Method, for each equivalency period for which the Plan would credit the Employee with at least one Hour of Service, the Plan will credit the Employee with: (1) 10 Hours of Service for a daily equivalency; (2) 45 Hours of Service for a weekly equivalency; (3) 95 Hours of Service for a semimonthly payroll period equivalency; and (4) 190 Hours of Service for a monthly equivalency.

(3) **Elapsed Time Method.** Under the Elapsed Time Method, an Employee receives credit for Service for the aggregate of all time periods (regardless of the Employee's actual Hours of Service) commencing with the Employee's Employment Commencement Date, or with his/her Re-employment Commencement Date, and ending on the date a Break in Service begins. An Employee's Employment Commencement Date or his/her Re-employment Commencement Date begins on the first day he/she performs an Hour of Service following employment or re-employment. In applying the Elapsed Time Method, the Plan will credit an Employee's Service for any Period of Severance of less than 12-consecutive months and will express fractional periods of Service in days.

(a) **Elapsed Time -- Break in Service.** Under the Elapsed Time Method, a Break in Service is a Period of Severance of at least 12-consecutive months. In the case of an Employee who is absent from work for maternity or paternity reasons, the 12-consecutive month period beginning on the first anniversary of the first date the Employee is otherwise absent from Service does not constitute a Break in Service.

(b) **Elapsed Time -- Period of Severance.** A Period of Severance is a continuous period of time during which the Employee is not employed by the Employer. The continuous period begins on the date the Employee retires, quits, is discharged, or dies or if earlier, the first 12-month anniversary of the date on which the Employee otherwise is absent from Service for any other reason (including disability, vacation, leave of absence, layoff, etc.).

(E) **Maternity/Paternity Leave/Family and Medical Leave Act.** Solely for purposes of determining whether an Employee incurs a Break in Service under any provision of this Plan, the Plan must credit Hours of Service during the Employee's unpaid absence period: (1) due to maternity or paternity leave; or (2) as required under the Family and Medical Leave Act. An Employee is on maternity or paternity leave if the Employee's absence is due to the Employee's pregnancy, the birth of the Employee's child, the placement with the Employee of an adopted child, or the care of the Employee's child immediately following the child's birth or placement. The Plan credits Hours of Service under this Section 1.40(E) on the basis of the number of Hours of Service for which the Employee normally would receive credit or, if the Plan cannot determine the number of Hours of Service the Employee would receive credit for, on the basis of 8 hours per day during the absence period. The Plan will credit only the number (not exceeding 501) of Hours of Service necessary to prevent an Employee's Break in Service. The Plan credits all Hours of Service described in this Section 1.40(E) to the computation period in which the absence period begins or, if the Employee does not need these Hours of Service to prevent a Break in Service in the computation period in which his/her absence period begins, the Plan credits these Hours of Service to the immediately following computation period.

(F) **Qualified Military Service.** Hour of Service also includes any Service the Plan must credit for contributions and benefits in order to satisfy the crediting of Service requirements of Code §414(u).

1.41 **Insurance Company.** Insurance Company means the insurance company which issues or provides an Annuity Contract used as an Investment Arrangement hereunder.

1.42 **Investment Arrangement/Investment Arrangement Documentation.** Investment Arrangement means an Annuity Contract or Custodial Account that satisfies the requirements of Treas. Reg. §1.403(b)-3 that is issued or established for funding amounts held under the Plan. Appendix "D" is a list of Vendors of Investment Arrangements approved for use under the Plan, including sufficient information to identify the approved Investment Arrangements. Investment Arrangement Documentation means the terms and agreements associated with an Investment Arrangement, such as a Custodial Agreement, an Annuity Contract, or other documents that Investment Arrangement Documentation may reference, such as a service agreement. The Investment Arrangement Documentation, excluding those terms that are inconsistent with the Plan or Code §403(b), is hereby incorporated by reference in the Plan. With respect to any Participant, an Investment Arrangement refers to the Investment Arrangement or Investment Arrangements which hold all or part of the Participant's Account.

1.43 **IRS.** IRS means the Internal Revenue Service. When discussing regulations or other guidance, IRS also includes the United States Treasury. IRS Guidance includes Treasury regulations and other guidance of general applicability appearing in the Internal Revenue Bulletin.

1.44 [Reserved]

1.45 **Limitation Year.** The Limitation Year means the Calendar Year. However, if the Participant is in control of an Employer pursuant to Section 4.04, the Limitation Year shall be the Limitation Year in the Defined Contribution Plan controlled by the Participant.

1.46 **Mandatory Employee Contributions.** A Mandatory Employee Contribution is a pre-tax Employee contribution which the Employee agrees to make as a condition of employment. Mandatory Employee Contributions also include contributions made pursuant to an Employee's irrevocable one-time election, as described in Section 1.24(F). Mandatory Employee Contributions are treated as pretax Nonelective Contributions and are 100% Vested at all times.

1.47 Matching Contribution. Matching Contribution means a fixed or discretionary contribution the Employer makes on account of Elective Deferrals or on account of Employee Contributions. Matching Contributions are limited to contributions made on account of Elective Deferrals or Employee Contributions under this Plan unless otherwise specified by the Employer in its Adoption Agreement. Matching Contributions also include Participant forfeitures allocated on account of such Elective Deferrals or Employee Contributions.

(A) **Fixed Matching Contribution.** Fixed Matching Contribution means a Matching Contribution which the Employer, subject to satisfaction of allocation conditions, if any, must make pursuant to a formula in the Adoption Agreement. Under the formula, the Employer contributes a specified percentage or dollar amount on behalf of a Participant based on that Participant's Elective Deferrals or Employee Contributions eligible for a match.

(B) **Discretionary Matching Contribution.** Discretionary Matching Contribution means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. The Employer retains discretion over the Discretionary Matching Contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "matching formula"), except as the Employer otherwise elects in its Adoption Agreement.

(C) **Regular Matching Contribution.** A Regular Matching Contribution is a Matching Contribution which is not a Safe Harbor Matching Contribution or an Additional Matching Contribution.

1.48 Nonelective Contribution. Nonelective Contribution means a fixed or discretionary Employer Contribution which is not a Matching Contribution.

(A) **Fixed Nonelective Contribution.** Fixed Nonelective Contribution means a Nonelective Contribution which the Employer, subject to satisfaction of allocation conditions, if any, must make pursuant to a formula (based on Compensation of Participants who will receive an allocation of the contributions or otherwise) in the Adoption Agreement. See Section 3.04(A)(2).

(B) **Discretionary Nonelective Contribution.** Discretionary Nonelective Contribution means a Nonelective Contribution which the Employer in its sole discretion elects to make to the Plan. See Section 3.04(A)(1).

(C) **QNEC.** QNEC means a qualified nonelective contribution which is 100% Vested at all times and which is subject to the distribution restrictions described in Section 6.01(E). Nonelective Contributions are not 100% Vested at all times if the Employee has a 100% Vested interest solely because of his/her Years of Service taken into account under a vesting schedule. Any Nonelective Contributions allocated to a Participant's QNEC Account under the Plan automatically satisfy and are subject to the QNEC definition.

1.49 NHCE. NHCE means a nonhighly compensated employee, which is any Employee who is not an HCE.

1.50 Participant. Participant means an Eligible Employee who becomes a Participant in accordance with the provisions of Section 2.01. Once an Eligible Employee becomes a Participant, he or she will remain a Participant so long as he or she has an Account in the Plan.

1.51 Participation Agreement. Participation Agreement means the Adoption Agreement page or pages or other separate agreement executed by one or more Related Employers (or in a multiple employer plan, other Eligible Employers) to become a Participating Employer.

(A) **Permissible variations of participation agreement.** The participation agreement must identify the Participating Employer and the covered Employees and provide for the Participating Employer's signature. In addition, in the participation agreement, the Signatory Employer shall specify which elections, if any, the Participating Employer can modify, and any restrictions on the modifications. Any such modification shall apply only to the Employees of that Participating Employer. The Participating Employer shall make any such modification by selecting the appropriate option on its participation agreement to the Employer's Adoption Agreement. To the extent that the participation agreement does not permit modification of an election, any attempt by a Participating Employer to modify the election shall have no effect on the Plan and the Participating Employer is bound by the Plan terms as selected by the Signatory Employer. If a Participating Employer does not make any permissible participation agreement election modifications, then with regard to any election, the Participating Employer is bound by the Adoption Agreement terms as completed by the Signatory Employer.

1.52 Plan. Plan means the 403(b) Plan established or continued by the Employer in the form of this Volume Submitter Plan, including the Adoption Agreement under which the Employer has elected to establish this Plan. The Plan is not intended to be a Code §§401(a), 403(a) or 457(b) plan. The Employer must designate the name of the Plan in its Adoption Agreement. An Employer may execute more than one Adoption Agreement offered under this Plan, each of which will constitute a separate Plan established or continued by that Employer. The Plan created by each adopting Employer is a separate Plan, independent from the plan of any other employer adopting this Volume Submitter Plan. All section references within this basic plan document are Plan section references unless the context clearly indicates otherwise. The Plan includes any Appendix permitted by the basic plan document or by the Employer's Adoption Agreement and which the Employer attaches to its Adoption Agreement. The Plan Administrator or others, as described more fully in Section 1.53 may perform any action the Plan is to perform hereunder.

(A) **Frozen Plan.** See Section 3.01(F).

1.53 Plan Administrator. Plan Administrator means the person, committee, or organization selected in the Adoption Agreement to administer the Plan. If no Plan Administrator is identified in the Adoption Agreement, then the Employer is the Plan Administrator. Functions of the Plan Administrator, including those described in the Plan, may be performed by Vendors, designated agents of the Plan Administrator, or others (including Employees a substantial portion of whose duties is administration of the Plan) pursuant to the terms of Investment Arrangements, written service agreements or other documents under the Plan. For this purpose, an Employee is treated as having a substantial portion of his or her duties devoted to administration of the Plan if the Employee's duties with respect to administration of the Plan are a regular part of the Employee's duties and the Employee's duties relate to Participants and Beneficiaries generally (and the Employee only performs those duties for himself or herself as a consequence of being a Participant or Beneficiary). If the Employer is the Plan Administrator, any requirement under the Plan for communication between the Employer and the Plan Administrator automatically is deemed satisfied, and the Employer has discretion to determine the manner of documenting any decision deemed to be communicated under this provision. See Section 7.02(F) regarding delegation of authority in general and Section 7.01(H) regarding delegation of authority if the Employer intends for the Plan to qualify under the ERISA Safe Harbor Exemption.

1.54 Plan Year. Plan Year means the consecutive month period the Employer specifies in its Adoption Agreement.

1.55 Practitioner. The Practitioner means the Volume Submitter Practitioner identified in the heading to the plan.

1.56 [Reserved]

1.57 Public School. Public School means a State sponsored Educational Organization.

1.58 QDRO. QDRO means a qualified domestic relations order under Code §414(p). A "domestic relations order" is a judgment, decree, or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or marital property rights of a spouse or former spouse, child, or other dependent, made pursuant to the domestic relations law of any State.

1.59 Qualified Military Service. Qualified Military Service means qualified military service as defined in Code §414(u)(5). Notwithstanding any provision in the Plan to the contrary, as to Qualified Military Service, the Plan will credit Service under Section 1.40(C), the Employer will make contributions to the Plan and the Plan will provide benefits in accordance with Code §414(u).

1.60 Restated Plan. A Restated Plan means a plan the Employer adopts in substitution for, and in amendment of, an existing plan, as the Employer elects in its Adoption Agreement. The provisions of this Plan, as a Restated Plan, apply solely to an Employee whose employment with the Employer terminates on or after the restated Effective Date of the Plan, except as otherwise set forth in the Adoption Agreement.

1.61 [Reserved]

1.62 Rollover Contribution. A Rollover Contribution means an amount of cash or property (including a Participant loan from another plan subject to the rules of the Vendor) which the Code permits an Eligible Employee or Participant to transfer directly or indirectly to this Plan from another Eligible Retirement Plan (or vice versa) within the meaning of Code §402(c)(8)(B) and Section 6.08(F)(2), except that the Plan may permit an In-Plan Roth Rollover Contribution as provided in Section 3.08(E).

(A) **In-Plan Roth Rollover Contribution.** An In-Plan Roth Rollover Contribution means a Rollover Contribution to the Plan that consists of a distribution or transfer from a Participant's Plan Account, other than a Roth Deferral Account, that the Participant transfers to the Participant's In-Plan Roth Rollover Contribution Account in the Plan, in accordance with Code §402(c)(4). In-Plan Roth Rollover Contributions will be subject to the Plan rules related to Roth Deferral Accounts, subject to preservation of Protected Benefits in accordance with clause (c) of Section 3.08(E)(3)(d).

(B) **In-Plan Roth Rollover Contribution Account.** An In-Plan Roth Rollover Contribution Account is a sub-account the Plan Administrator may establish to account for a Participant's Rollover Contributions attributable to the Participant's In-Plan Roth Rollover Contributions. The Plan Administrator has authority to establish such a sub-account, and to the extent necessary, may establish sub-accounts based on the source of the In-Plan Roth Rollover Contribution. The Plan Administrator will administer an In-Plan Roth Rollover Contribution Account in accordance with Code and the Plan provisions.

1.63 [Reserved]

1.64 Salary Reduction Agreement. A Salary Reduction Agreement means a Participant's written election to reduce his or her Compensation (and have that amount contributed as Elective Deferrals to the Plan).

1.65 Separation from Service/Severance from Employment. "Severance from Employment" or "Separation from Service" occurs when an Employee ceases to be employed by the Employer maintaining the Plan or a Related Employer that is eligible to maintain a section 403(b) Plan under Treas. Reg. §1.403(b)-2(b)(8), even if the Employee remains employed with another entity that is a Related Employer where either (a) such Related Employer is not an Eligible Employer or (b) the Employee is employed or in a capacity that is not employment with an eligible employer.

1.66 Service. Service means any period of time the Employee is in the employ of the Employer, including any period the Employee is on an unpaid leave of absence authorized by the Employer under a uniform policy applicable to all Employees. See Section 1.29(B) related to Service for Related Employers.

(A) **Predecessor Employer.** A Predecessor Employer is an employer that previously employed one or more of the Employees.

(B) **Predecessor Employer Service.** If the Employer maintains (by adoption, plan merger or transfer) the plan of a Predecessor Employer, service of the Employee with the Employer.

(C) **Elective Service Crediting.** Except as provided in Section 1.66(B), the Plan does not credit Service with the Predecessor Employer unless the Employer, in its Adoption Agreement (or in a Participation Agreement, if applicable) elects to credit designated Predecessor Employer Service and specifies the purposes for which the Plan will credit service with that Predecessor Employer. Unless the Employer under its Adoption Agreement provides for this purpose specific Entry Dates, an Employee who satisfies the Plan's eligibility condition(s) by reason of the crediting of Predecessor Employer Service will enter the Plan in accordance with the provisions of Article 2 as if the Employee were a re-employed Employee on the first day the Plan credits Predecessor Employer Service.

1.67 State. State means a State, a political subdivision of a State, or any agency of instrumentality of a State, and includes the District of Columbia. In determining whether an individual is a Public School Employee, a State includes an Indian tribal government.

1.68 Successor Plan. Successor Plan means a plan in which at least 50% of the Eligible Employees of the first Plan Year were eligible under another 403(b) Plan maintained by the Employer in the prior Plan Year.

1.69 Taxable Year. Taxable Year means the taxable year of a Participant.

1.70 Vested. Vested means a Participant or a Beneficiary has an unconditional claim, legally enforceable against the Plan, to the Participant's Accumulated Benefit or to a portion thereof if not 100% vested.

1.71 USERRA. USERRA means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

1.72 Vendor. Vendor means the provider of an Annuity Contract or Custodial Account, as the context requires. With regard to an Investment Arrangement, the Vendor is the provider of that Investment Arrangement. With regard to a Participant, the Vendor is the provider of any Investment Arrangement holding an Account for the Participant.

1.73 Year of 403(b) Service. For purposes of determining Includible Compensation or Special Catch-Up Contributions, Year of 403(b) Service means each full year during which an individual is a full-time Employee of the Employer, plus fractional credit for each part of a year during which the individual is either a full-time Employee of the Employer for a part of a year or a part-time Employee of the Employer, determined under Treas. Reg. §1.403(b)-4(e). An Employee's number of Years of 403(b) Service equals the aggregate of such years or parts of years. The work period is the Employer's annual work period.

ARTICLE 2. ELIGIBILITY AND PARTICIPATION

2.01 ELIGIBILITY. Each Eligible Employee becomes a Participant in the Plan in accordance with the eligibility conditions the Employer elects in its Adoption Agreement. The Employer may elect different age and service conditions for different Contribution Types under the Plan.

(A) **Elective Deferrals/Universal Availability.** The provisions of this Section 2.01(A) apply if the Employer is not a Church or if the Employer does not maintain another plan that satisfies the universal availability requirements of Code §403(b)(12). An Employee, other than an Excluded Employee with regard to Elective Deferrals, becomes a Participant in the Elective Deferral portion of the Plan on the date the Employer provides the Employee a participant notice of the right to defer. The Employer will provide such a notice to the Employee within 30 days after commencement of employment (or, if later, 30 days after the date the Employee ceases to be an Excluded Employee). If the Plan places any restrictions on a Participant's right to make a deferral election, the Participant, at a minimum, must have the right to make an initial deferral election within a 30-day period following the date the notice is provided. In no event may a Participant's deferral election be effective prior to the Effective Date of the Plan. For purposes of this Paragraph, an Employee of a Related Employer that is not a Participating Employer is an Excluded Employee with respect to Elective Deferrals.

(B) **Other Contributions.** The provisions of this Section 2.01(B) apply to Employer Contributions and Employee Contributions, and do not apply to Elective Deferrals. However, if the Employer is a Church or if the Employer maintains another plan that satisfies the universal availability requirements of Code §403(b)(12), then the provisions of this Section 2.01(B) also apply to Elective Deferrals.

(1) **Eligibility Conditions.** The Employer in its Adoption Agreement will elect the age and service conditions applicable to Employer Contributions or Employee Contributions (or Elective Deferrals if the Employer is a Church), if any. For purposes of an Eligible Employee's participation in Employer Contributions or Employee Contributions, the Plan may not impose an age condition exceeding age 21 and may not require completion of more than one Year of Service, except as provided under Sections 2.02(E), (G), or (H).

(2) **New Plan.** Any Eligible Employee who has satisfied the Plan's eligibility conditions and who has reached his/her Entry Date as of the Effective Date is eligible to participate as of the Effective Date, assuming the Employer continues to employ the Employee on that date. Any other Eligible Employee becomes eligible to participate: (1) upon satisfaction of the eligibility conditions and reaching his/her Entry Date; or (2) upon reaching his/her Entry Date if such Employee had already satisfied the eligibility conditions prior to the Effective Date.

(3) **Restated Plan.** If this Plan is a Restated Plan, each Employee who was a Participant in the Plan on the day before the restated Effective Date continues as a Participant in the Restated Plan, irrespective of whether he/she satisfies the eligibility conditions of the Restated Plan, unless the Employer provides otherwise in its Adoption Agreement.

(4) **Special Eligibility Effective Date (Dual Eligibility).** The Employer in its Adoption Agreement may elect to provide a special Effective Date for the Plan's eligibility conditions, with the effect that such conditions may apply only to Employees who are employed by the Employer after a specified date.

2.02 APPLICATION OF SERVICE CONDITIONS. The Plan Administrator will apply this Section 2.02 in administering the Plan's eligibility service condition(s) for Employer Contributions, Mandatory Employee Contributions and Employee Contributions (and, if the Employer is a Church or the Employer maintains another plan that satisfies the universal availability requirements, Elective Deferrals), if any. Except with regard to a Church, this Section will not apply to Elective Deferrals.

(A) **Definition of Year of Service.** A Year of Service for purposes of an Employee's participation in the Plan, means the applicable Eligibility Computation Period under Section 2.02(C), during which the Employee completes the number of Hours of Service the Employer specifies in its Adoption Agreement, without regard to whether the Employer continues to employ the Employee during the entire Eligibility Computation Period.

(B) **Counting Years of Service.** For purposes of an Employee's participation in the Plan, the Plan counts all of an Employee's Years of Service, except as provided in Section 2.03.

(C) **Initial and Subsequent Eligibility Computation Periods.** If the Plan requires one Year of Service for eligibility and an Employee does not complete one Year of Service during the Initial Eligibility Computation Period, the Plan measures Subsequent Eligibility Computation Periods in accordance with the Employer's election in its Adoption Agreement. If the Plan measures Subsequent Eligibility Computation Periods on a Plan Year basis, an Employee who receives credit for the required number of Hours of Service during the Initial Eligibility Computation Period and also during the first applicable Plan Year receives credit for two Years of Service under Article 2.

(1) **Definition of Eligibility Computation Period.** An Eligibility Computation Period is a 12-consecutive month period.

(2) **Definition of Initial Eligibility Computation Period.** The "Initial Eligibility Computation Period" is the Employee's Anniversary Year which begins on the Employee's Employment Commencement Date.

(3) **Definition of Anniversary Year.** An Employee's "Anniversary Year" is the 12-consecutive month period beginning on the Employee's Employment Commencement Date or on anniversaries thereof.

(4) **Definitions of Employment Commencement Date/Re-Employment Commencement Date.** An Employee's Employment Commencement Date is the date on which the Employee first performs an Hour of Service for the Employer. An Employee's Re-Employment Commencement Date is the date on which the Employee first performs an Hour of Service for the Employer after the Employer re-employs the Employee.

(5) **Definition of Subsequent Eligibility Computation Period.** A Subsequent Eligibility Computation Period is any Eligibility Computation Period after the Initial Eligibility Computation Period, as the Employer elects in its Adoption Agreement.

(D) **Entry Date.** The Employer in its Adoption Agreement elects the Entry Date(s) and elects whether such Entry Date(s) are retroactive, coincident with or next following an Employee's satisfaction of the Plan's eligibility conditions. The Employer may elect to apply different Entry Dates to different Contribution Types.

(1) **Definition of Entry Date.** See Section 1.31

(E) **Alternative Service Conditions.** The Employer in its Adoption Agreement may elect to impose for eligibility a condition of less than one Year of Service or of more than one Year of Service, but not exceeding two Years of Service. If the Employer elects an alternative Service condition to one Year of Service or two Years of Service, the Employer must elect in its Adoption Agreement the Hour of Service and other requirement(s), if any, after the Employee completes one Hour of Service. Under any alternative Service condition election, the Plan may not require an Employee to complete more than one Year of Service (1,000 Hours of Service in 12-consecutive months) or two Years of Service if applicable.

(1) [Reserved]

(2) [Reserved]

(3) **Months and days.** The Plan Administrator may, on a uniform and consistent basis, apply Plan provisions relating to months based on a 30-day month, or may adopt other reasonable conventions as it may deem beneficial for efficient Plan administration.

(F) **Equivalency or Elapsed Time.** If the Employer in its Adoption Agreement elects to apply the Equivalency Method or the Elapsed Time Method in applying the Plan's eligibility Service condition, the Plan Administrator will credit Service in accordance with Sections 1.40(D)(2) and (3).

(G) **Governmental and Church Plans.** The limitations of this Article on age and service requirements and selection of Entry Dates will not apply if the Plan is a Governmental Plan or a Church Plan.

(H) **Maximum age for educational institution.** If (1) this Plan is maintained exclusively for Employees of an educational organization as defined in Code §170(b)(1)(A)(ii); (2) the Plan does not require more than one Year of Service as a condition for entry; and (3) the Plan provides full vesting after no more than one Year of Service, the maximum age restriction of Section 2.01(B)(1) is applied by substituting "26" for "21."

2.03 BREAK IN SERVICE – PARTICIPATION. The Plan Administrator will apply this Section 2.03 if any Break in Service rule applies under the Plan. The Break in Service rules do not apply to Elective Deferrals.

(A) **Definition of Break in Service.** For purposes of this Article 2, an Employee incurs a Break in Service if during any applicable Eligibility Computation Period he/she does not complete more than 500 Hours of Service with the Employer. The Eligibility Computation Period under this Section 2.03(A) is the same as the Eligibility Computation Period the Plan uses to measure a Year of Service under Section 2.02. On a uniform basis, the Plan Administrator may disregard a Break in Service for an Eligibility Computation Period if the Employee is in service on the last day of that period. If the Plan applies the Elapsed Time Method of crediting Service under Section 1.40(D)(3), a Participant incurs a "Break in Service" if the Participant has a Period of Severance of at least 12 consecutive months.

(B) **Two Year Eligibility.** If the Employer under the Adoption Agreement elects a two Years of Service eligibility condition, an Employee who incurs a one year Break in Service prior to completing two Years of Service: (1) is a new Employee, on the date he/she first performs an Hour of Service for the Employer after the Break in Service; (2) the Plan disregards the Employee's Service prior to the Break in Service; and (3) the Employee establishes a new Employment Commencement Date for purposes of the Initial Eligibility Computation Period under Section 2.02(C).

(C) **USERRA.** An Employee who has completed Qualified Military Service and who the Employer has rehired under USERRA, does not incur a Break in Service under the Plan by reason of the period of such Qualified Military Service.

(D) **Adoption Agreement provisions.** The Employer may specify, in Appendix B to its Adoption Agreement, one or more years or other periods of service which the Plan will disregard for purposes of eligibility for Employer Contributions, based on Separation from Service, of Break in Service.

2.04 PARTICIPATION UPON RE-EMPLOYMENT. The provisions of Paragraphs (A), (B), and (C) of this Section 2.04 apply to Employer Contributions, Employee Contributions and (if the Employer is a Church), Elective Deferrals. An Employee who incurs a Separation from Service will enter or re-enter the Plan as a Participant for purposes of Elective Deferrals on his/her Re employment Commencement Date (provided he/she is not an Excluded Employee), unless the Employer is a Church.

(A) **Rehired Participant/Immediate Re-Entry.** A Participant who incurs a Separation from Service will re-enter the Plan as a Participant on the date of his/her Re-Employment Commencement Date (provided he/she is not an Excluded Employee), subject to any Break in Service rule, if applicable, under Section 2.03.

(B) **Rehired Eligible Employee Who Had Satisfied Eligibility.** An Eligible Employee who satisfies the Plan's eligibility conditions, but who incurs a Separation from Service prior to becoming a Participant, subject to any Break in Service rule, if applicable, under Section 2.03, will become a Participant on the later of: (1) the Entry Date on which he/she would have entered the Plan had he/she not incurred a Separation from Service; or (2) his/her Re-Employment Commencement Date.

(C) **Rehired Eligible Employee Who Had Not Satisfied Eligibility.** An Eligible Employee who incurs a Separation from Service prior to satisfying the Plan's eligibility conditions, becomes a Participant in accordance with the Employer's Adoption Agreement elections. The Plan Administrator, for purposes of applying any shift in the Eligibility Computation Period, takes into account the Employee's prior Service and the Employee is not treated as a new hire.

2.05 CHANGE IN EMPLOYMENT STATUS. The Plan Administrator will apply this Section 2.05 if the Employer in its Adoption Agreement elected to exclude any Employees as Excluded Employees. Although the provisions of this Section describe exclusion from the Plan as a whole, the Plan Administrator will apply the principles of this Section as appropriate to an individual excluded from one or more Contribution Types, as authorized in Section 1.35.

(A) **Participant Becomes an Excluded Employee.** If a Participant has not incurred a Separation from Service but becomes an Excluded Employee, during the period of exclusion the Excluded Employee: (i) will not share in the allocation of any Employer Contributions or Participant forfeitures, based on Compensation paid to the Excluded Employee during the period of exclusion; (ii) may not make Employee Contributions or, unless permitted by the Vendor, Rollover Contributions; and (iii) may not make Elective Deferrals as to Compensation paid to the Excluded Employee during the period of exclusion.

(1) **Vesting, accrual, Break in Service and Earnings.** A Participant who becomes an Excluded Employee under this Section 2.05(A) continues: (a) to receive Service credit for vesting under Article 5 for each included vesting Year of Service; (b) to receive Service credit for applying any allocation conditions under Section 3.06 as to Employer Contributions accruing for any non-excluded period; (c) to receive Service credit in applying the Break in Service rules; and (d) to share fully in Earnings under Article 7.

(2) **Resumption of Eligible Employee status.** If a Participant who becomes an Excluded Employee subsequently resumes status as an Eligible Employee, the Participant will participate in the Plan immediately upon resuming eligible status, subject to the Break in Service rules, if applicable, under Section 2.03.

(B) **Excluded Employee Becomes Eligible.** If an Excluded Employee who is not a Participant becomes an Eligible Employee, he/she will participate immediately in the Plan if he/she has satisfied the Plan's eligibility conditions and would have been a Participant had he/she not been an Excluded Employee during his/her period of Service. An Excluded Employee receives Service credit for eligibility, for allocation conditions under Section 3.06 (but the Plan disregards Compensation paid while excluded) and for vesting under Article 5 for each included vesting Year of Service, notwithstanding the Employee's Excluded Employee status.

2.06 TERMINATION OF PARTICIPATION. Once an Eligible Employee becomes a Participant, he or she will continue to be a Participant until the Plan distributes the Participant's entire Account Balance.

ARTICLE 3. PLAN CONTRIBUTIONS AND FORFEITURES

3.01 CONTRIBUTION TYPES. The Employer in its Adoption Agreement will elect the Contribution Type(s) and any formulas, allocation methods, conditions and limitations applicable thereto, except where the Plan expressly reserves discretion to the Employer or to the Plan Administrator.

(A) **Application of Limits.** The Employer will not make a contribution to an Investment Arrangement for any Plan Year to the extent the contribution would exceed any Article 4 limit or other Plan limit.

(B) **Compensation for Allocations/Limit.** The Plan will allocate all Employer Contributions and Elective Deferrals based on the definition of Compensation the Employer elects in its Adoption Agreement for a particular Contribution Type. Except for a Plan maintained by a Church, the Plan Administrator in allocating such contributions must limit each Participant's Compensation in accordance with the provisions of Section 1.11(E).

(C) **Allocation Conditions.** The Plan Administrator will allocate Employer Contributions only to those Participants who satisfy the Plan's allocation conditions under Section 3.06, if any, for the Contribution Type being allocated.

(D) **Time of Payment of Contribution.** The Employer may pay Employer Contributions for any Plan Year in one or more installments without interest. Unless otherwise required by the relevant Investment Arrangement Documentation or the Code, the Employer may make an Employer Contribution to the Plan for a particular Plan Year at such time(s) as the Employer in its sole discretion determines. If the Employer makes a contribution for a particular Plan Year after the close of that Plan Year, the Employer will designate the Plan Year for which the Employer is making the Employer Contribution. The Plan will allocate the contribution accordingly.

(E) **Return of Employer Contribution.** The Employer contributes to the Plan on the condition its contribution is not due to a mistake of fact.

(1) **Request for contribution return/timing.** The Vendor, upon written request from the Employer, must return to the Employer (or, if applicable, directly to the Participant) the amount of the Employer Contribution made by the Employer by mistake of fact.

(2) **Earnings.** The Vendor will adjust the amount of the Employer Contribution returnable under this Section 3.01(E) for any Earnings attributable to the contribution.

(3) **Evidence.** The Vendor may require the Employer to furnish the Vendor whatever evidence the Vendor deems necessary to enable the Vendor to confirm the amount the Employer has requested be returned can be returned consistent with the Code.

(F) **Frozen Plans.** The Employer in its Adoption Agreement (or in an Employer resolution) may elect to treat the Plan as a Frozen Plan. Under a Frozen Plan, the Employer and the Participants will not make any contributions to the Plan. The Plan provisions, other than those requiring contributions, continue in effect until the Employer terminates the Plan. An Eligible Employee will not become a Participant in a Frozen Plan after the date the Plan becomes a Frozen Plan.

3.02 ELECTIVE DEFERRALS. If the Employer in its Adoption Agreement elects to permit Elective Deferrals, the provisions of this Section 3.02 will apply. A Participant's Elective Deferrals will be made pursuant to a Salary Reduction Agreement unless the Employer elects in its Adoption Agreement to apply the Automatic Deferral provision under Section 3.02(B). The Participant prospectively may modify or revoke a Salary Reduction Agreement, or may file a new Salary Reduction Agreement following a prior revocation, at least once per Plan Year or more frequently as specified in the Plan's Salary Reduction Agreement.

(A) **Administrative provisions.** The Salary Reduction Agreement shall be made through a form provided by, and filed with, the Plan Administrator or its designated agent. The Employee's elections with respect to Investment Arrangements and allocations (and reallocations) among Accounts, if not included in the Salary Reduction Agreement, shall be included in other records maintained under the Plan.

(1) **Minimum/Maximum Amount.** The Salary Reduction Agreement may establish an annual minimum deferral amount no higher than \$200, and may change such minimum to a different amount (but not in excess of \$200) from time to time. The Salary Reduction Agreement may also establish a uniform maximum deferral limit in the Salary Reduction Agreement.

(2) **Termination.** Any election on a Salary Reduction Agreement shall remain in effect until a new election is filed or the election is revoked or cancelled. The termination of a Participant's employment automatically revokes the Participant's election with regard to Compensation earned after the Participant is rehired.

(3) **Effective Date.** A Salary Reduction Agreement may not be effective earlier than the following date which occurs last: (1) under Article 2, the Participant's Entry Date or, in the case of a re-hired Employee, his/her re-participation date; (2) the execution date of the Salary Reduction Agreement; (3) the date the Employer adopts the 403(b) Plan; or (4) the Effective Date of the 403(b) Plan. Subject to these limitations, the Salary Reduction Agreement shall be effective as soon as administratively practical after execution.

(4) **Compensation.** A Salary Reduction Agreement must specify the dollar amount of Compensation or the percentage of Compensation the Participant wishes to defer. The Salary Reduction Agreement will apply: (1) only to Compensation which becomes currently available after the effective date of the Salary Reduction Agreement; and (2) to all or to such Elective Deferral Compensation as the Salary Reduction Agreement indicates, including any Participant elections made in the Salary Reduction Agreement. Also see Section 1.11(G) relating to non-cash Compensation. Participants may not make Elective Deferrals from amounts that are not Code §415 Compensation under Section 4.05(D). In addition, a Participant may not make Elective Deferrals from amounts which are not Compensation under Section 1.11 even if 415 Compensation is more inclusive. In determining Compensation from which a Participant may make Elective Deferrals, the Compensation dollar limitation described in Section 1.11(B) does not apply.

(5) **Additional Rules.** The Plan Administrator in the Plan's Salary Reduction Agreement form, or in a Salary Reduction Agreement policy will specify additional rules and restrictions applicable to a Participant's Salary Reduction Agreement, including but not limited to those regarding the timing, frequency and mechanics of changing or revoking a Salary Reduction Agreement or any uniform limitations with regard to deferrals in addition to those otherwise provided in the Plan. Any such rules and restrictions must be consistent with the Plan and with the Code. The Plan Administrator may provide more than one Salary Reduction Agreement form for use in specific situations.

(B) **Automatic Deferrals.** The Employer in its Adoption Agreement will elect whether to apply or not apply the Automatic Deferral provisions. The Employer may elect the Automatic Deferral provisions under Section 3.02(B)(1) (an ACA), or Section 3.02(B)(2) (an EACA). The Plan Administrator will treat Automatic Deferrals as Elective Deferrals for all purposes under the Plan, including application of limitations, and distributions. If the Employer in its Adoption Agreement has elected to permit Roth Deferrals, Automatic Deferrals are Pre-Tax Deferrals unless the Employer in Appendix B to its Adoption Agreement elects otherwise. Automatic Deferrals will not apply to a Participant until after the Participant has had a reasonable period of time after being informed of the automatic deferral procedure to make a Contrary Election (and, if applicable, an investment election).

(1) **Automatic Contribution Arrangement (ACA).** If the Employer elects in its Adoption Agreement, the Employer maintains a Plan with Automatic Deferral provisions as an Automatic Contribution Arrangement ("ACA"), effective as of the date the Employer elects in the Adoption Agreement, and the provisions of this Section 3.02(B)(1) will apply.

(a) **Participants subject to ACA.** The Employer in its Adoption Agreement will elect which Participants are subject to the ACA Automatic Deferral on the Effective Date thereof, including some or all current Participants and those Employees who become Participants after the ACA Effective Date.

(b) **Effect of Contrary Election.** A Participant who makes a Contrary Election is not thereafter subject to the Automatic Deferral or to any scheduled increases thereto, even if the Participant later modifies the Contrary Election. A Participant's Contrary Election continues in effect until the Participant subsequently changes his/her Salary Reduction Agreement or the Salary Reduction Agreement is revoked.

(2) **Eligible Automatic Contribution Arrangement (EACA).** If the Employer elects in its Adoption Agreement, the Employer maintains a Plan with Automatic Deferral provisions as an Eligible Automatic Contribution Arrangement ("EACA"), effective as of the date the Employer elects in its Adoption Agreement and the provisions of this Section 3.02(B)(2) will apply.

(a) **Participants subject to EACA.** The Employer in its Adoption Agreement will elect which Participants are subject to the EACA Automatic Deferral on the Effective Date thereof which may include some or all current Participants or may be limited to those Employees who become Participants after the EACA Effective Date.

(i) **EACA Effective Date.** EACA Effective Date means the date on which the EACA goes into effect, either as to the overall Plan or as to an individual Participants as the context requires. An EACA becomes effective as to the Plan as of the date the Employer elects in its Adoption Agreement. A Participant's EACA Effective Date is as soon as practicable after the Participant is subject to Automatic Deferrals under the EACA, consistent with: the objective of affording the Participant a reasonable period of time after receipt of the EACA notice to make a Contrary Election (and, if applicable, an investment election).

(b) **Uniformity.** The Automatic Deferral Percentage must be a uniform percentage of Compensation. However, the Plan does not violate the uniform Automatic Deferral Percentage merely because the Plan applies any of the following provisions:

(i) **Years of participation.** The Automatic Deferral Percentage varies based on the number of Plan Years (or portions of years) the Participant has participated in the Plan while the Plan has applied EACA provisions;

(ii) **No reduction from prior default percentage.** The Employer elects in the Adoption Agreement not to apply Automatic Deferrals to a Participant whose Elective deferrals immediately prior to the EACA's Effective Date were higher than the Automatic Deferral Percentage;

(iii) **Applying statutory limits.** The Plan limits the Automatic Deferral amount so as not to exceed the limits of Code §§402(g) (determined without regard to Age 50 Catch-Up Deferrals), or 415;

(iv) **No deferrals during hardship suspension.** The Plan does not apply the Automatic Deferral during the period of suspension, if so required under the Plan's hardship distribution provisions, of Participant's right to make Elective Deferrals to the Plan following a hardship distribution; or

(v) **Disaggregated groups.** The Plan applies different Automatic Deferral Percentages to different groups if the groups can be disaggregated under Treas. Reg. §1.410(b)-7.

(c) **EACA notice.** The Plan Administrator annually will provide a notice to each Covered Employee within a reasonable period prior to each Plan Year the Employer maintains the Plan as an EACA ("EACA Plan Year").

(i) **Deemed reasonable notice/new Participant.** The Plan Administrator is deemed to provide timely notice if the Plan Administrator provides the EACA notice at least 30 days and not more than 90 days prior to the beginning of the EACA Plan Year.

(ii) **Mid-year notice/new Participant or Plan.** If: (A) an Employee becomes eligible to make Elective Deferrals in the Plan during an EACA Plan Year but after the Plan Administrator has provided the annual EACA notice for that Plan Year; or (B) the Employer adopts mid-year a new Plan as a EACA, the Plan Administrator must provide the EACA notice no later than the date the Employee becomes eligible to make Elective Deferrals. However, if it is not practicable for the Plan Administrator to provide the notice on or before the date an Employee becomes a Participant, then the notice nonetheless will be treated as provided timely if the Plan Administrator provides the notice as soon as practicable after that date and the Employee is permitted to elect to defer from all types of Compensation that may be deferred under the Plan earned beginning on that date.

(iii) **Content.** The EACA notice must provide comprehensive information regarding the Participants' rights and obligations under the Plan and must be written in a manner calculated to be understood by the average Participant.

(d) **EACA permissible withdrawal.** The Employer will elect in its Adoption Agreement whether a Participant who has Automatic Deferrals under the EACA may elect to withdraw all the Automatic Deferrals (and allocable Earnings) under the provisions of this Section 3.02(B)(2)(d). Any distribution made pursuant to this Section will be processed in accordance with normal distribution provisions of the Plan.

(i) **Amount.** If a Participant elects a permissible withdrawal under this Section 3.02(B)(2)(d), then the Plan must make a distribution equal to the amount (and only the amount) of the Automatic Deferrals made under the EACA (adjusted for Earnings to the date of the distribution). The Plan may account separately for Automatic Deferrals, in which case the Plan will distribute the entire Account. If the Plan does not account separately for the Automatic Deferrals, then the Plan must determine Earnings in a manner similar to the rules provided in Treas. Reg. §1.401(k)-2(b)(2)(iv) for the distribution of excess contributions in a 401(k) plan.

(ii) **Fees.** Notwithstanding Section 3.02(B)(2)(d)(i), the Plan Administrator may reduce the permissible distribution amount by any generally applicable fees. However, the Plan may not charge a greater fee for distribution under this Section 3.02(B)(2)(d)(ii), than applies to other distributions. The Plan Administrator may adopt a policy regarding charging such fees consistent with this Paragraph.

(iii) **Timing.** The Participant may make an election to withdraw the Automatic Deferrals under the EACA no later than 90 days, or such shorter period as the Employer specifies in its Adoption Agreement (but not less than 30 days), after the date of the first Automatic Deferral under the EACA. For this purpose, the date of the first Automatic Deferral is the date that the Compensation subject to the Automatic Deferral

otherwise would have been includible in the Participant's gross income. For purposes of the preceding sentence, EACAs under the Plan are aggregated, except that the mandatory disaggregation rules of Code §410(b) apply. In addition, a Participant's withdrawal right is not restricted due to the Participant making a Contrary Election during the 90-day period (or shorter period as the Employer specifies in its Adoption Agreement).

(iv) **Rehired Employees.** For purposes of Section 3.02(B)(2)(b)(i), the Plan will treat an Employee who for an entire Plan Year did not have contributions made pursuant to a default election under the EACA as having not had such contributions for any prior Plan Year as well.

(v) **Effective date of the actual withdrawal election.** The effective date of the permissible withdrawal will be as soon as practicable, but in no event later than the earlier of: (A) the pay date of the second payroll period beginning after the Participant makes the election; or (B) the first pay date that occurs at least 30 days after the Participant makes the election. The election also will be deemed to be the Participant's Contrary Election to have no Elective Deferrals made to the Plan. However, the Participant may subsequently make a deferral election hereunder.

(vi) **Related Matching Contributions.** The Plan Administrator will not take into account any deferrals withdrawn pursuant to this Section 3.02(B)(2)(d) in computing and allocating Matching Contributions. If the Employer already has allocated Matching Contributions to the Participant's account with respect to Elective Deferrals being withdrawn pursuant to this Section, the Plan must forfeit the Matching Contributions, as adjusted for Earnings.

(vii) **Treatment of withdrawals.** With regard to Elective Deferrals withdrawn pursuant to this Section 3.02(B)(2)(d): (A) the Plan Administrator will disregard such Deferrals for purposes of the Elective Deferral Limit under Section 4.10(A); and (B) such Deferrals are not subject to any spousal consent requirements imposed by the Plan.

(e) **Effect of Contrary Election/Covered Employee status.** A Participant's Contrary Election continues in effect until the Participant subsequently revokes or modifies his/her Salary Reduction Agreement, or the Contrary Election expires. A Participant who makes a Contrary Election is not thereafter subject to the Automatic Deferral or to any scheduled increases thereto, even if the Participant later revokes the Contrary Election or the Contrary Election expires, unless the Participant is a Covered Employee.

(i) **Covered Employee.** A Covered Employee is a Participant who is subject to the EACA. The Employer in its Adoption Agreement will elect whether a Participant who makes a Contrary Election is a Covered Employee. A Covered Employee must receive the annual EACA notice even though the Participant's Contrary Election remains in effect. In addition, a Covered Employee who revokes his/her Contrary Election or whose Contrary Election expires, is thereafter immediately subject to the EACA Automatic Deferral.

(3) [Reserved]

(4) **Automatic Contribution Definitions.** The following definitions apply to all Automatic Contribution Arrangements under this Section 3.02(B):

(a) **Automatic Deferral.** An Automatic Deferral is an Elective Deferral that results from the operation of Section 3.02(B)(1) or Section 3.02(B)(2). Under the Automatic Deferral, the Employer automatically will reduce by the Automatic Deferral Percentage or Amount the Compensation of each Participant subject to the Automatic Deferral, except those Participants who timely make a Contrary Election.

(b) **Automatic Deferral Percentage/Increases.** The Automatic Deferral Percentage is the percentage of Automatic Deferral which the Employer elects in its Adoption Agreement including any scheduled increase to the Automatic Deferral Percentage which the Employer may elect. If a Participant subject to the Automatic Deferral elected, before the Effective Date of the Automatic Deferral, to defer an amount which is less than the Automatic Deferral Percentage the Employer has elected in its Adoption Agreement, the Automatic Deferral Percentage includes only the incremental percentage amount necessary to increase the Participant's Elective Deferral to equal the Automatic Deferral Percentage, including any scheduled increases thereto.

(c) [Reserved]

(d) **Contrary Election.** A Contrary Election is a Participant's election made after the ACA or EACA Effective Date not to defer any Compensation or to defer an amount which is more or less than the Automatic Deferral Percentage.

(e) **Contrary Election Effective Date.** A Participant's Contrary Election generally is effective as of the first administratively feasible payroll period which follows the payroll period in which the Participant makes the Contrary Election. However, a Participant may make a Contrary Election which is effective: (i) for the first payroll period in which he/she becomes a Participant if the Participant makes a Contrary Election within a reasonable period following the Participant's Entry Date and before the Compensation to which the Election applies becomes currently available; or (ii) for the first payroll period following the Effective Date of the Automatic Deferral, if the Participant makes a Contrary Election not later than the Effective Date of the Automatic Deferral.

(C) **Elective Deferrals as Employer Contributions.** Where the context requires under the Plan, Elective Deferrals are Employer Contributions except: (1) under Section 3.04 relating to allocation of Employer Contributions; (2) under Section 3.06 relating to allocation conditions; and (3) under Section 5.03 relating to vesting.

(D) **Qualified Organization Catch-Up.** If the Employer is a Qualified Organization, the Employer in its Adoption Agreement may elect to permit a Qualified Participant to make a Qualified Organization Catch-Up Deferral under this Section 3.02(D). Qualified Organization Catch-Up Deferrals are not subject to the Elective Deferral Limit of Section 4.10(A).

(1) **Definition of Qualified Organization Catch-Up Deferral.** For any calendar year in which an Employee has completed at least 15 Years of 403(b) Service with the Qualified Organization, the Elective Deferral Limit will increase by the lesser of (1) \$3,000; (2) \$15,000 reduced by all the Employee's Qualified Organization Catch-up Deferrals for prior Taxable Years; (3) or the excess of \$5,000 multiplied by the number of Years of 403(b) Service of the Employee with the Qualified Organization, over the Employee's deferral contributions made for prior Taxable Years pursuant to Code §§401(k), 408(k)(6), 408(p) or 403(b) other than deferrals under Code §414(v).

(2) **Definition of Qualified Organization.** For purposes of this Section 3.02(D), a "Qualified Organization" has the same meaning as provided in Treas. Reg. §1.403(b)-4(c)(3)(ii). This includes an educational organization described in Code §170(b)(1)(A)(ii), a hospital, a health and welfare service agency (including a home health service agency), a Church-Related Organization, or any organization described in Code §414(e)(3)(B)(ii). All entities that are in a Church-Related Organization or an organization controlled by a Church-Related Organization under Code §414(e)(3)(B)(ii) are treated as a single Qualified Organization (so that Years of 403(b) Service and any Qualified Organization Catch-Up Deferrals previously made for a Qualified Participant for a church or other entity within a Church-Related Organization or an organization controlled by the Church-Related Organization are taken into account for purposes of applying this Section 3.02(D) to the Employee with respect to any other entity within the same Church-Related Organization or organization controlled by a Church-Related Organization).

(3) **Definition of Qualified Participant.** For purposes of this Section 3.02(D), a "Qualified Participant" means a Participant who has completed at least 15 Years of 403(b) Service with the Qualified Organization.

(4) **Application of Annual Additions Limit.** A Qualified Organization Catch-Up Deferral is subject to the Annual Additions Limit in Section 4.05(B).

(5) **Application of both Catch-Ups.** A Participant, subject to applicable limits, may contribute both a Qualified Organization Catch-Up Deferral and an Age 50 Catch-Up Deferral. The Plan Administrator will treat any amounts so contributed first as a Qualified Organization Catch-Up Deferral.

(6) **Denominational Service.** For purposes of this Section (D), if the Employer is a Church-Related Organization, Denominational Service counts as service with the Qualified Organization in determining a Year of 403(b) Service.

(E) **Age 50 Catch-Up Deferrals.** The Employer in its Adoption Agreement may elect to permit Catch-Up Eligible Participants to make Age 50 Catch-Up Deferrals to the Plan under this Section 3.02(E).

(1) **Definition of Catch-Up Eligible Participant.** A Catch-Up Eligible Participant is a Participant who is eligible to make Elective Deferrals and who has attained age 50 or who will attain age 50 before the end of the Taxable Year in which he/she will make a Catch-Up Deferral. A Participant who dies or who incurs a Separation from Service before actually attaining age 50 in such Taxable Year is a Catch-Up Eligible Participant.

(2) **Definition of Age 50 Catch-Up Deferral.** An Age 50 Catch-Up Deferral is an Elective Deferral by a Catch-up Eligible Participant and which exceeds: (a) a Plan limit on Elective Deferrals under Section 3.02(A); (b) the Annual Additions Limit under Section 4.05(B); or (c) the Elective Deferral Limit under Section 4.10(A).

(3) **Limit on Age 50 Catch-Up Deferrals.** A Participant's Age 50 Catch-Up Deferrals for a Taxable Year may not exceed the lesser of: (a) 100% of the Participant's Compensation for the Taxable Year when added to the Participant's other Elective Deferrals; or (b) the Catch-Up Deferral dollar limit in effect for the Taxable Year (\$6,000 for 2017).

(4) **Adjustment after 2017.** After the 2017 Taxable Year, the IRS will adjust the Age 50 Catch-Up Deferral dollar limit in multiples of \$500 under Code §414(v)(2)(C).

(5) **Treatment of Age 50 Catch-Up Deferrals.** Age 50 Catch-Up Deferrals are not: (a) subject to the Annual Additions Limit under Section 4.05(B); or (b) subject to the Elective Deferral Limit under Section 4.10(A).

(6) **Universal availability.** If the Employer permits Age 50 Catch-Up Deferrals to its Plan, the right of all Catch-Up Eligible Participants to make Age 50 Catch-Up Deferrals must satisfy the universal availability requirement of Treas. Reg. §1.414(v)-1(e). If the Employer maintains more than one applicable plan within the meaning of Treas. Reg. §1.414(v)-1(g)(1), and any of the applicable plans permit Catch-Up Deferrals, then any Catch-up Eligible Participant in any such plans must be permitted to have the same effective opportunity to make the same dollar amount of Catch-Up Deferrals. Any Plan-imposed limit that is based on total Elective Deferrals including Catch-Up Deferrals may not be less than 75% of a Participant's gross Compensation. This Section 3.02(E)(6) will not apply if the Employer is a Church.

(F) **Roth Deferrals.** The Employer in its Adoption Agreement may elect to permit Roth Deferrals. The Employer must also elect to permit Pre-Tax Deferrals if the Employer elects to permit Roth Deferrals. The Plan Administrator will administer Roth Deferrals in accordance with this Section 3.02(F).

(1) **Treatment of Roth Deferrals.** The Plan Administrator will treat Roth Deferrals as Elective Deferrals for all purposes of the Plan, except where the Plan indicates otherwise.

(2) **Separate accounting.** The Plan will establish a Roth Deferral Account for each Participant who makes any Roth Deferrals and Earnings thereon in accordance with Section 7.04(A)(1). The Plan will establish a Pre-Tax Account for each Participant who makes any Pre-Tax Deferrals in accordance with Section 7.04(A)(1). The Plan will credit only Roth Deferrals and Earnings thereon (allocated on a reasonable and consistent basis) to a Participant's Roth Deferral Account. The Vendor will be responsible only for contributions made under the Vendor's Investment Arrangement. Any Roth Elective Deferrals under an Investment Arrangement will be allocated to a separate Account maintained under the Investment Arrangement for the Participant's Roth Elective Deferrals.

(3) **No re-classification.** An Elective Deferral contributed to the Plan either as a Pre-Tax Deferral or as a Roth Deferral may not be re-classified as the other type of Elective Deferral, provided; however, that a Pre-Tax Deferral may be converted to a Roth Deferral by means of an In-Plan Roth Rollover under Section 3.08(E).

(G) **Automatic Escalation.** The Employer in its Adoption Agreement will elect whether to apply the Automatic Escalation provisions of this Section 3.02(G) to Salary Reduction Agreements. Such provisions shall apply to affirmative deferral elections and will not apply to Participants for whom the Employer is withholding Automatic Deferrals under Section 3.02(B). In its Adoption Agreement, the Employer will specify the Participants to whom Automatic Escalation applies, the amount by which the Elective Deferrals will increase, and the timing of the increase.

3.03 **MATCHING CONTRIBUTIONS.** If the Employer elects in its Adoption Agreement to provide for Matching Contributions, the Plan Administrator will apply the provisions of this Section 3.03.

(A) **Matching Formula: Type, Rate/Amount, Limitations and Time Period.** The Employer in its Adoption Agreement must elect the type(s) of Matching Contributions (Fixed or Discretionary Matching Contributions), and as applicable, the Matching Contribution rate(s)/amount(s), the limit(s) on Elective Deferrals or Employee Contributions subject to match, the limit(s) on the amount of Matching Contributions, and the time period the Plan Administrator will apply in the computation of any Matching Contributions. If the Employer in its Adoption Agreement elects to apply any limit on Matching Contributions based on pay periods or on any other time period which is less than the Plan Year, the Plan Administrator will determine the limits in accordance with the time period specified and will not take into account any other Compensation or Elective Deferrals not within the applicable time period, even in the case of a Participant who becomes eligible for the match mid-Plan Year and regardless of the Employer's election as to Pre-Entry Compensation. Unless otherwise specified in Appendix B to the Adoption Agreement, the Plan Administrator will take Elective Deferrals into account in computing Matching Contributions only if the Elective Deferrals were made after the Participant became eligible for the match. An Employee becomes "eligible for the match" when the Employee becomes a Participant in the Matching Contribution portion of the Plan.

(1) **Fixed Match.** The Employer in its Adoption Agreement may elect to make a Fixed Matching Contribution to the Plan under one or more formulas.

(a) **Allocation.** The Employer may contribute on a Participant's behalf under a Fixed Matching Contribution formula only to the extent that the Participant makes Elective Deferrals or Employee Contributions which are subject to the formula and if the Participant satisfies the allocation conditions for Fixed Matching Contributions, if any, the Employer elects in its Adoption Agreement.

(2) **Discretionary Match.** The Employer in its Adoption Agreement may elect to make a Discretionary Matching Contribution to the Plan.

(a) **Allocation.** To the extent the Employer makes Discretionary Matching Contributions, the Plan Administrator will allocate the Discretionary Matching Contributions to the Account of each Participant entitled to the match under the Employer's discretionary matching allocation formula and who satisfies the allocation conditions for Discretionary Matching Contributions, if any, the Employer elects in its Adoption Agreement. The Employer under a Discretionary Matching Contribution retains discretion over the amount of its Matching Contributions, and, except as the Employer otherwise elects in its Adoption Agreement, the Employer also retains discretion over the matching formula or formulas. See Section 1.47(B).

(3) **Roth Deferrals.** Unless the Employer elects otherwise in its Adoption Agreement, the Employer's Matching Contributions apply in the same manner to Roth Deferrals as they apply to Pre-Tax Deferrals.

(4) **Contribution timing.** The time period that the Employer elects for computing its Matching Contributions does not require that the Employer actually contribute the Matching Contribution at any particular time.

(5) **Participating Employers.** If any Participating Employers contribute Matching Contributions to the Plan, the Employer in its Adoption Agreement must elect whether the Plan Administrator will allocate Matching Contributions only to Participants directly employed by the contributing Employer or to all Participants regardless of which Employer contributes or how much any Employer contributes. The allocation of Matching Contributions under this Section 3.03(A)(5) also applies to the allocation of any forfeiture attributable to Matching Contributions and which the Plan allocates to Participants.

(B) **Matching Catch-Up Deferrals.** The Employer in its Adoption Agreement must elect whether or not to match any Catch-Up Deferrals if the Plan permits Catch-Up Deferrals. The Employer's election to match Catch-Up Deferrals will apply to all Matching Contributions or will specify the Fixed Matching Contributions or Discretionary Matching Contributions which apply to the Catch-Up Deferrals. The Employer's election to match Catch-Ups may apply to Age 50 Catch-Ups, or to Qualified Organization Catch-Ups, or to both.

3.04 NONELECTIVE CONTRIBUTIONS. This Section applies to Nonelective Contributions. Except as provided in Section 3.04(D), the provisions of this Section with regard to Nonelective Contributions for a Plan Year are limited to Participants who have Compensation for the Plan Year. Section 3.04(D) describes contributions for former Employees who have Deemed Includible Compensation.

(A) **Amount and Type.** The Employer in its Adoption Agreement must elect the type and amount of Nonelective Contributions.

(1) **Discretionary Nonelective Contribution.** The Employer in its Adoption Agreement may elect to make Discretionary Nonelective Contributions.

(2) **Fixed Nonelective.** The Employer in its Adoption Agreement may elect to make Fixed Nonelective Contributions. The Employer must specify the time period to which any fixed contribution formula will apply (which is deemed to be the Plan Year if the Employer does not so specify) and must elect the allocation method which may be the same as the contribution formula or may be a different allocation method under Section 3.04(B).

(3) **Mandatory Employee Contributions.** The Employer in its Adoption Agreement may require Mandatory Employee Contributions of some or all Participants either as a condition of employment or through an irrevocable one-time election described in Section 1.24(F). The Employer must specify the time period to which any Mandatory Employee Contribution formula will apply (which is deemed to be the Plan Year if the Employer does not so specify). Any such contribution will be allocated as a Nonelective Contribution to the Account of the Participant who made it. Such amounts will be fully Vested and will not be subject to the allocation conditions of Section 3.06.

(4) **Participating Employers.** If any Participating Employers contribute Nonelective Contributions to the Plan, the Employer in its Adoption Agreement must elect: (a) whether each Participating Employer will be subject to the same or different Nonelective Contribution formulas under Section 3.04(A) and allocation methods under Section 3.04(B) than the Signatory Employer; and (b) whether, under Section 3.04(B), the Plan Administrator will allocate Nonelective Contributions only to Participants directly employed by the contributing Employer or to all Participants regardless of which Employer contributes or how much any Employer contributes. The allocation of Nonelective Contributions under this Section 3.04(A)(4) also applies to the allocation of any forfeiture attributable to Nonelective Contributions and which the Plan allocates to Participants.

(B) **Method of Allocation.** The Employer in its Adoption Agreement must specify the method of allocating Nonelective Contributions to the Plan. The Plan Administrator will apply this Section 3.04(B) by including in the allocation only those Participants who have satisfied the Plan's allocation conditions under Section 3.06, if any, applicable to the contribution. The Plan Administrator, in allocating a contribution under any allocation formula which is based in whole or in part on Compensation, will take into account Compensation under Section 1.11 as the Employer elects in its Adoption Agreement and only will take into account the Compensation of the Participants entitled to an allocation. In addition, if the Employer has elected in its Adoption Agreement to define allocation Compensation over a time period which is less than a full Plan Year, the Plan

Administrator will apply the allocation methods in this Section 3.04(B) based on Participant Compensation within the relevant time period.

(1) **Pro rata allocation formula.** The Employer in its Adoption Agreement may elect a pro rata allocation formula. Under a pro rata allocation formula, the Plan Administrator will allocate the Employer Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year (or other applicable period) bears to the total Compensation of all Participants for the Plan Year (or other applicable period).

(2) **Permitted disparity allocation formula.** The Employer in its Adoption Agreement may elect a permitted disparity formula, providing allocations described in (a) below.

(a) **Two-tiered formula.**

(i) **Tier one.** Under the first tier, the Plan Administrator will allocate the Employer Contributions for a Plan Year in the same ratio that each Participant's Compensation plus Excess Compensation (as the Employer defines that term in its Adoption Agreement) for the Plan Year bears to the total Compensation plus Excess Compensation of all Participants for the Plan Year. The allocation under this first tier, as a percentage of each Participant's Compensation plus Excess Compensation, must not exceed the applicable percentage (5.7%, 5.4%, or 4.3%) listed under Section 3.04(B)(2)(b).

(ii) **Tier two.** Under the second tier, the Plan Administrator will allocate any remaining Employer Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year.

(b) **Maximum disparity table.** For purposes of the permitted disparity allocation formulas under this Section 3.04(B)(2), the applicable percentage is:

Integration level % of Taxable Wage Base	Applicable %
100%	5.7%
More than 80% but less than 100%	5.4%
More than 20% (but not less than \$10,001) and not more than 80%	4.3%
20% (or \$10,000, if greater) or less	5.7%

For this purpose, the Taxable Wage Base is the contribution and benefit base under section 230 of the Social Security Act in effect at the beginning of the Plan Year. The integration level is the uniform amount specified in the Employer's Adoption Agreement.

(c) **Overall permitted disparity limits.**

(i) **Annual overall permitted disparity limit.** Notwithstanding Section 3.04(B)(2)(a), for any Plan Year the Plan benefits any Participant who benefits under another plan maintained by the Employer that provides for permitted disparity (or imputes disparity), the Plan Administrator will allocate Employer Contributions to the Account of each Participant in the same ratio that each Participant's Compensation bears to the total Compensation of all Participants for the Plan Year.

(ii) **Cumulative permitted disparity limit.** Effective for Plan Years beginning after December 31, 1994, the cumulative permitted disparity limit for a Participant is 35 total cumulative permitted disparity years. "Total cumulative permitted disparity years" means the number of years credited to the Participant for allocation or accrual purposes under the Plan, any other qualified plan or simplified employee pension plan (whether or not terminated) ever maintained by the Employer. For purposes of determining the Participant's cumulative permitted disparity limit, the Plan Administrator will treat all years ending in the same calendar year as the same year. If the Participant has not benefited under a Defined Benefit Plan or under a target benefit plan of the Employer for any year beginning after December 31, 1993, the Participant does not have a cumulative permitted disparity limit.

For purposes of this Section 3.04(B)(2)(c), a Participant "benefits" under a plan for any Plan Year during which the Participant receives, or is deemed to receive, a contribution allocation in accordance with Treas. Reg. §1.410(b)-3(a).

(d) **Pro-ration of integration level.** In the event that the Plan Year is less than 12 months and the Plan Administrator will allocate the Employer Contribution based on Compensation for the short Plan Year, the Plan Administrator will pro rate the integration level based on the number of months in the short Plan Year. The Plan Administrator will not pro rate the integration level in the case of: (i) a Participant who participates in the Plan for less than the entire 12 month Plan Year and whose allocation is based on Participating Compensation; (ii) a new Plan established mid-Plan Year, but with an Effective Date which is as of the beginning of the Plan Year; or (iii) a

terminating Plan which bases allocations on Compensation through the effective date of the termination, but where the Plan Year continues for the balance of the full 12 month Plan Year.

(3) **Classifications allocation formula.** The Employer in its Adoption Agreement may elect to specify classifications of Participants to whom the Plan Administrator will allocate any Employer Contribution.

(a) **Classifications.** The Employer may elect to specify any number of classifications and a classification may consist of any number of Participants. The Employer also may elect to put each Participant in his/her own classification.

(b) **Allocation of contribution within classifications.** The Plan Administrator will apportion the Employer Contribution for a Plan Year to the classifications as the Employer designates in writing at the time that the Employer makes the contribution. If there is more than one Participant in a classification, the Plan Administrator will allocate the Employer Contribution for the Plan Year within each classification as the Employer elects in its Adoption Agreement which may be: (i) in the same ratio that each Participant's Compensation for the Plan Year bears to the total Plan Year Compensation for all Participants within the same classification (pro rata); or (ii) the same dollar amount to each Participant within a classification.

(c) **Shifting classifications within the Plan Year.** If a Participant during a Plan Year shifts from one classification to another, the Plan Administrator will apportion the Participant's allocation for each classification pro rata based on the Participant's Compensation for the part of the Plan Year the Participant was a member of the classification, unless the Employer in Appendix B to its Adoption Agreement: (i) specifies apportionment based on the number of months or days a Participant spends in a classification; or (ii) elects that the Employer will direct the Plan Administrator as to which classification the Participant will participate in during that entire Plan Year.

(4) **Age-based allocation formula.** The Employer in its Adoption Agreement may elect an age-based allocation formula. The Plan Administrator will allocate the Employer Contribution for the Plan Year in the same ratio that each Participant's Benefit Factor for the Plan Year bears to the sum of the Benefit Factors of all Participants for the Plan Year. As such, the total Employer Contribution will be allocated to each Participant sharing in the allocation such that the equivalent benefit accrual rate for each such Participant is identical.

(a) **Definition of Benefit Factor.** A Participant's Benefit Factor is his/her Compensation for the Plan Year multiplied by the Participant's Actuarial Factor.

(b) **Definition of Actuarial Factor.** A Participant's Actuarial Factor is the factor that the Plan Administrator establishes based on the interest rate and mortality table the Employer elects in its Adoption Agreement. If the Employer elects to use the UP-1984 table, a Participant's Actuarial Factor is the factor in Table I of Appendix C to the Adoption Agreement or is the product of the factors in Tables I and II of Appendix C to the Adoption Agreement if the Plan's Normal Retirement Age is not age 65. If the Employer in its Adoption Agreement elects to use a table other than the UP-1984 table, the Plan Administrator will determine a Participant's Actuarial Factor in accordance with the designated table (which the Employer will attach to the Adoption Agreement as a substituted Appendix C) and the Adoption Agreement elected interest rate.

(5) **Incorporation of fixed formula.** The Employer in its Adoption Agreement may elect to allocate Employer Contributions in accordance with the Plan's fixed Employer Contribution formula. In such event, the Plan Administrator will allocate the Employer Contributions for a Plan Year in accordance with the Fixed Nonelective or other Employer Contribution formula. See Section (A)(3) regarding the allocation of Mandatory Employee Contributions.

(C) [Reserved]

(D) **Former Employees.** If the Employer elects in its Adoption Agreement, the Employer may make Nonelective Contributions with respect to one or more former Employees who have Separated from Service and have Deemed Includible Compensation. The Employer in its Adoption Agreement must elect the contribution and which Participants shall be entitled to receive the Nonelective Contribution. If the Employer elects the discretionary contribution, then the Plan Administrator will allocate the contribution in accordance with the principles of Section (B)(3), treating each such former Employee as being in a separate classification. The allocation conditions of Section 3.06 will not apply to contributions made pursuant to this Section and the former Employee will be fully Vested in such contributions. No former Employee will be eligible to receive such an allocation for a calendar year beginning more than 5 years after the Employee Separated from Service.

3.05 [RESERVED]

3.06 **ALLOCATION CONDITIONS.** The Employer in its Adoption Agreement will elect the allocation conditions, if any, which the Plan Administrator will apply in allocating Employer Contributions (except for those contributions described below) and in allocating forfeitures allocated as an Employer Contribution under the Plan.

(A) **Contributions Not Subject to Allocation Conditions.** The Employer may not elect to impose any allocation conditions on: (1) Elective Deferrals; (2) Additional Matching Contributions; (3) Employee Contributions; or (4) Nonelective Contributions to former Employees under Section 3.04(D); or (5) Rollover Contributions.

(B) **Conditions.** The Employer in its Adoption Agreement may elect to impose allocation conditions based on Hours of Service or employment at a specified time (or both), in accordance with this Section 3.06(B). The Employer may elect to impose different allocation conditions to different Employer Contribution Types under the Plan. A Participant does not accrue an Employer Contribution or forfeiture allocated as an Employer Contribution with respect to a Plan Year or other applicable period, until the Participant satisfies the allocation conditions for that Employer Contribution Type.

(1) **Hours of Service requirement.** The Plan Administrator will not allocate any portion of an Employer Contribution for a Plan Year to any Participant's Account if the Participant does not complete the applicable minimum Hours of Service (or consecutive calendar days of employment under the Elapsed Time Method) requirement the Employer specifies in its Adoption Agreement for the relevant period.

(a) **1,000 HOS in Plan Year/other HOS requirement.** The Employer may elect to require a Participant to complete: (i) 1,000 Hours of Service during the Plan Year (or to be employed for at least 182 consecutive calendar days under the Elapsed Time Method); (ii) a specified number of Hours of Service during the Plan Year which is less than 1,000 Hours of Service; or (iii) a specified number of Hours of Service within the time period the Employer elects in its Adoption Agreement, but not exceeding 1,000 Hours of Service in a Plan Year. The Plan may impose allocation conditions other than those specified here.

(b) **501 HOS/terminees.** The Employer in its Adoption Agreement may elect to require a Participant to complete during a Plan Year 501 Hours of Service (or to be employed for at least 91 consecutive calendar days under the Elapsed Time Method) to share in the allocation of Employer Contributions for that Plan Year where the Participant is not employed by the Employer on the last day of that Plan Year, including the Plan Year in which the Employer terminates the Plan.

(c) **Short Plan Year or allocation period.** This Section 3.06(B)(1)(c) applies to any Plan Year or to any other allocation time period under the Adoption Agreement which is less than 12 months, where in either case, the Employer creates a short allocation period on account of a Plan amendment, the termination of the Plan or the adoption of the Plan with an initial short Plan Year. In the case of any short allocation period, the Plan Administrator will prorate any Hour of Service requirement based on the number of days in the short allocation period divided by the number of days in the normal allocation period, using 365 days in the case of Plan Year allocation period. The Employer in Appendix B to its Adoption Agreement may elect not to pro-rate Hours of Service in any short allocation period or to apply a monthly pro-rata method.

(2) **Last day requirement.** The Employer may elect to require a Participant to be employed by the Employer on the last day of the Plan Year or other specified period or on a specified date.

(C) **Time Period.** The Employer in its Adoption Agreement will elect the time period to which the Plan Administrator will apply any allocation condition. The Employer may elect to apply the same time period to all Contribution Types or to elect a different time period based on Contribution Type.

(D) **Death, Disability or Retirement Age.** The Employer in its Adoption Agreement will elect whether any elected allocation condition applies or is waived for a Plan Year if a Participant incurs a Separation from Service during the Plan Year on account of the Participant's death, Disability or attainment of Normal Retirement Age or Early Retirement Age in the current Plan Year or on account of the Participant's Disability or attainment of Normal Retirement Age or Early Retirement Age in a prior Plan Year. The Employer's election may be based on Contribution Type or may apply to all Contribution Types.

(E) **No Other Conditions.** In allocating Employer Contributions under the Plan, the Plan Administrator will not apply any other allocation conditions except those the Employer elects in its Adoption Agreement or otherwise as the Plan may require.

3.07 FORFEITURE ALLOCATION. The amount of a Participant's Account forfeited under the Plan is a Participant forfeiture. The Employer may direct the Plan Administrator to use Forfeitures to reinstate previously forfeited Account Balances of Participants, if any, in accordance with Section 5.07, or to satisfy any contribution that may be required pursuant to Section 7.07.

(A) **Allocation Method.** The Employer in its Adoption Agreement must specify the method or methods the Plan Administrator will apply to allocate forfeitures. If the Employer elects more than one method, unless the Employer designates a specific ordering in its Adoption Agreement, the Plan Administrator may allocate the forfeitures by applying one or more of such elected methods in any order as the Plan Administrator operationally may determine, until the forfeitures are fully allocated to the applicable forfeiture allocation Plan Year.

(1) **Forfeiture source.** The Employer in its Adoption Agreement may elect a different allocation method based on the forfeiture source (from Nonelective Contributions or from Matching Contributions) or may elect to apply the same allocation method to all forfeitures.

(a) **Attributable to Matching.** A Participant's forfeiture is attributable to Matching Contributions if the forfeiture is: (i) from the non-Vested portion of a Matching Contribution Account forfeited in accordance with Section 5.07 or, if applicable, Section 7.07; or (ii) an Associated Matching Contribution.

(b) **Definition of Associated Matching Contribution.** An Associated Matching Contribution includes any Vested or non-Vested Matching Contribution (including Allocable Income) made as to Elective Deferrals or Employee Contributions the Plan Administrator distributes under Section 4.02(E) (Excess Amount), Section 4.10(A) (Excess Deferrals), or Section 7.08 relating to Plan correction.

(c) **Forfeiture or distribution of Associated Match.** An Employee forfeits an Associated Matching Contribution. A forfeiture under this Section 3.07(A)(1)(c) occurs no later than the Plan Year after the year for which the Matching Contribution was made and the forfeiture is allocated in the Plan Year described in Section 3.07(B). In the event of correction under Section 7.08 resulting in forfeiture of Associated Matching Contributions, the forfeiture occurs in the Plan Year of correction.

(2) **Application of "reduce" option/excess forfeitures.** If the Employer elects to allocate forfeitures to reduce Nonelective or Matching Contributions and the allocable forfeitures for the forfeiture allocation Plan Year described in Section 3.07(B) exceed the amount of the applicable contribution for that Plan Year to which the Plan Administrator would apply the forfeitures (or there are no applicable contributions under the Plan), the Plan Administrator will allocate the remaining forfeitures in the forfeiture allocation Plan Year. In such event, the Plan Administrator will allocate the remaining forfeitures to pay Plan expenses, as an additional Discretionary Nonelective Contribution or as a Discretionary Matching Contribution, as the Plan Administrator determines.

(3) **Plan expenses.** If the Employer in its Adoption Agreement elects to apply forfeitures to the payment of Plan expenses under Section 7.04(C), the Employer must elect at least one additional allocation method so that if the Plan Administrator elects to first apply the forfeitures to the payment of Plan expenses, and the forfeitures exceed the Plan's expenses, the Plan Administrator will apply any remaining forfeitures under the additional method the Employer has elected in its Adoption Agreement. The Plan Administrator may elect not to apply forfeitures to the payment of Plan expenses which are allocated to specific Participant accounts under Section 7.04(C)(2)(b).

(4) **No allocation to Elective Deferral Accounts.** The Plan Administrator will not allocate forfeitures to any Participant's Elective Deferral Account, including his/her Roth Deferral Account.

(5) **Allocation under classifications.** If the Employer in its Adoption Agreement has elected to allocate its Nonelective Contributions based on classifications of Participants, the Plan Administrator will allocate any forfeitures which under the Plan are allocated as additional Nonelective Contributions: (a) first to each classification pro rata in relation to the Employer's Nonelective Contribution to that classification for the forfeiture allocation Plan Year described in Section 3.07(B); and (b) second, the total amount of forfeitures allocated to each classification under (a) are allocated in the same manner as are the Nonelective Contributions to be allocated to that classification.

(6) **Limitation on forfeiture uses.** Forfeitures cannot be used as Elective Deferrals.

(B) **Timing (forfeiture allocation Plan Year).** The Plan Administrator will allocate Participant forfeitures (including the Earnings thereon) no later than the last day of the Plan Year following the Plan Year in which the forfeiture occurs. See Sections 3.07(A)(1)(c), 5.07 and 7.07 as to when a forfeiture occurs. If the Employer in its Adoption Agreement elects to apply forfeitures to the payment of Plan expenses, the Plan Administrator, consistent with this election, may apply forfeitures to pay Plan expenses which the Plan incurs in the forfeiture allocation Plan Year, but which the Plan Administrator pays within a reasonable time after the end of the forfeiture allocation Plan Year.

(1) **Allocation timing.** The Employer may elect different allocation timing based on the forfeiture source (from Nonelective Contributions or from Matching Contributions) or may elect to apply the same allocation timing to all forfeitures.

(2) **Contribution amount and timing not relevant.** The forfeiture allocation timing rules in this Section 3.07(B) apply irrespective of when the Employer makes its Employer Contribution for the forfeiture allocation Plan Year, and irrespective of whether the Employer makes an Employer Contribution for that Plan Year.

(C) **Administration of Account Pending/Incurring Forfeiture.** The Plan Administrator will continue to hold the undistributed, non-Vested portion of the Account of a Participant who has incurred a Separation from Service solely for his/her benefit until a forfeiture occurs at the time specified in Section 5.07 or if applicable, until the time specified in Section 7.07.

(D) **Participant Does Not Share in Own Forfeiture.** A Participant will not share in the allocation of a forfeiture of any portion of his/her Account, even if the Participant otherwise is entitled to an allocation of Employer Contributions and forfeitures in the forfeiture allocation Plan Year described in Section 3.07(B). If the forfeiting Participant is entitled to an allocation of Employer Contributions and forfeitures in the forfeiture allocation Plan Year, the Plan Administrator only will allocate to the Participant a share of the allocable forfeitures attributable to other forfeiting Participants.

(E) **Plan Merger.** In the event that the Employer merges another plan into this Plan, and does not fully vest upon merger the participant accounts in the merging plan, the Plan Administrator will allocate any post-merger forfeitures attributable to the merging plan in accordance with the Employer's elections in its Adoption Agreement. The Employer may elect to limit any such forfeiture allocation only to those Participants who were also participants in the merged plan, but in the absence of such an election, all Participants who have satisfied any applicable allocation conditions under Section 3.06 will share in the forfeiture allocation.

3.08 ROLLOVER CONTRIBUTIONS. The Plan Administrator will apply this Section 3.08 in administering Rollover Contributions to the Plan, if any.

(A) **Policy Regarding Rollover Acceptance.** Unless it is prohibited in the Adoption Agreement, the Plan Administrator, operationally (except as to In-Plan Roth Rollover Contributions under Section 3.08(E)), may elect to permit or not to permit Rollover Contributions to this Plan (even if the Plan is a Frozen Plan) or may elect to limit an Eligible Employee's right or a Participant's right to make a Rollover Contribution. The Plan Administrator also may adopt, amend or terminate any policy regarding the Plan's acceptance of Rollover Contributions. If the Employer in its Adoption Agreement elects to permit In-Plan Roth Rollover Contributions, the Plan Administrator will administer In-Plan Roth Rollover Contributions in accordance with Section 3.08(E) and the Employer's Adoption Agreement elections.

(1) **Rollover documentation.** If the Plan Administrator permits Rollover Contributions, any Participant (or as applicable, any Eligible Employee), with the Plan Administrator's written consent and after filing with the Plan Administrator the form prescribed by the Plan Administrator, may make a Rollover Contribution to the Plan. Before accepting a Rollover Contribution, the Plan Administrator may require a Participant (or Eligible Employee) to furnish satisfactory evidence the proposed rollover is in fact a permissible "rollover contribution" under the Code.

(2) **Declination/related expense.** The Plan Administrator, in its sole discretion, may decline to accept a Rollover Contribution of property which could: (a) generate unrelated business taxable income; (b) create difficulty or undue expense in storage, safekeeping or valuation; (c) include property the Plan cannot hold; (d) violate applicable Investment Arrangement Documentation; or (e) create other practical problems for the Plan. The Plan Administrator also may accept the Rollover Contribution on condition that the Participant's or Employee's Account is charged with all expenses associated therewith.

(B) **Limited Testing.** A Rollover Contribution is not an Annual Addition under Section 4.05(A).

(C) **Pre-Participation Rollovers.** If an Eligible Employee makes a Rollover Contribution to the Plan prior to satisfying the Plan's eligibility conditions or prior to reaching his/her Entry Date, the Plan Administrator must treat the Employee as a limited Participant (as described in Rev. Rul. 96-48). A limited Participant does not share in the Plan's allocation of Employer Contributions nor Participant forfeitures and may not make Elective Deferrals until he/she actually becomes a Participant in the Plan. If a limited Participant has a Separation from Service prior to becoming a Participant in the Plan, the Plan will distribute his/her Rollover Contributions Account to him/her in accordance with Section 6.01(B).

(D) **May Include Employee Contributions and Roth Deferrals.** A Rollover Contribution may include Employee Contributions and Roth Deferrals made to another plan, as adjusted for Earnings. In the case of Employee Contributions: (1) such amounts must be directly rolled over into this Plan from another plan which is qualified under Code §401(a), is a 403(b) plan, or is a governmental 457(b) plan; and (2) the Plan must account separately for the Rollover Contribution, including the Employee Contribution and the Earnings thereon. In the case of Roth Deferrals: (1) such amounts must be directly rolled over into this Plan from another plan which is qualified under Code §401(a) or from a 403(b) plan; or from a governmental 457(b) plan; (2) the Plan must account separately for the Rollover Contribution, including the Roth Deferrals and the Earnings thereon; and (3) this Plan must permit Roth Deferrals.

(E) In-Plan Roth Rollover Contributions.

(1) **Employer Election.** The Employer in its Adoption Agreement in which the Employer has elected to permit Roth Deferrals also will elect whether to permit an In-Plan Roth Rollover Contribution in accordance with this Section 3.08(E) with regard to otherwise distributable amounts and/or otherwise nondistributable amounts. If the Employer elects to permit such contributions, the Employer in its Adoption Agreement will specify the Effective Date thereof which may not be earlier than distributions made after September 27, 2010, and may not be earlier than January 1, 2013 in the case of rollovers of otherwise nondistributable amounts.

(2) **Eligibility for Distribution and Rollover.** A Participant may not make an In-Plan Roth Rollover Contribution with regard to an otherwise distributable amount which is not an Eligible Rollover Distribution.

(a) **Parties eligible to elect.** The Employer in Appendix B to its Adoption Agreement can limit to Employees the right to elect to make In-Plan Roth rollovers. If the Employer does not make this election, for purposes of eligibility for an In-Plan Roth Rollover, the Plan will treat a Participant's surviving spouse Beneficiary or alternate payee spouse or alternate payee former spouse as a Participant. A non-spouse Beneficiary may not make an In-Plan Roth Rollover.

(b) **Distribution from partially Vested account.** In-Plan Roth Rollovers are permitted only from Vested amounts allocated to a qualifying source but may be made from partially Vested Accounts unless the Employer elects otherwise in Appendix B to its Adoption Agreement. If a distribution is made to a Participant who has not incurred a Severance from Employment and who is not fully Vested in the Participant's Account from which the In-Plan Roth Rollover Contribution is to be made, and the Participant may increase the Vested percentage in such Account, then at any relevant time Section 5.03(C) will apply to determine the Participant's Vested portion of the Account.

(3) Form and Source of Rollover.

(a) **Direct Rollover.** An In-Plan Roth Rollover Contribution may be made only by a Direct Rollover.

(b) **Account source.** A Participant may make an In-Plan Roth Rollover from any account (other than a Roth account) unless the Employer otherwise elects in Appendix B to its Adoption Agreement. Also see Section 6.01(D)(7).

(c) **Cash or in-kind.** The Plan Administrator will effect an In-Plan Roth Rollover Contribution by rolling over the Participant's current investments to the In-Plan Roth Rollover Account. A Plan loan so rolled over without changing the repayment schedule is not treated as a new loan. However the Employer in Appendix B to its Adoption Agreement, may provide that loans cannot be rolled over in an In-Plan Roth Rollover.

(d) **No Rollover or Distribution Treatment.** Notwithstanding any other Plan provision, an In-Plan Roth Rollover Contribution is not a Rollover Contribution for purposes of the Plan. Accordingly: (a) if the Employer in its Adoption Agreement has elected \$5,000 as the Plan limit on Mandatory Distributions, the Plan Administrator will take into account amounts attributable to an In-Plan Roth Rollover Contribution, in determining if the \$5,000 limit is exceeded, regardless of the Employer's election as to whether to count Rollover Contributions for this purpose; (b) no spousal consent is required for a Participant to elect to make an In-Plan Roth Rollover Contribution; (c) Protected Benefits with respect to the amounts subject to the In-Plan Roth Rollover are preserved; and (d) mandatory 20% federal income tax withholding does not apply to the In-Plan Roth Rollover Contribution.

(e) **Coordination with Vendor.** In-Plan Roth Rollovers are not permitted from a source or under circumstances not permitted by the Vendor's rules. For example, if a Vendor's rules do not permit in-Plan Roth Rollovers from otherwise nondistributable amounts, then the Participant cannot make such rollovers from Investment Arrangements that Vendor provides.

3.09 EMPLOYEE CONTRIBUTIONS. An Employer must elect in its Adoption Agreement whether to permit Employee Contributions. If the Employer elects to permit Employee Contributions, the Employer also must specify in its Adoption Agreement any limitations which apply to Employee Contributions. Employee Contributions will be accepted for an Investment Arrangement only to the extent permitted in the Investment Arrangement Documentation. If the Employer permits Employee Contributions, the Plan Administrator operationally will determine if a Participant will make Employee Contributions through payroll deduction or by other means.

(A) [Reserved]

(B) **Matching.** The Employer in its Adoption Agreement must elect whether the Employer will make Matching Contributions as to any Employee Contributions and, as applicable, the matching formula.

(C) **Administrative provisions.** The Plan Administrator may prescribe one or more forms relating to Employee Contributions, and may adopt an Employee Contribution policy. The Employee Contribution form or policy may specify limits and conditions applicable to Employee Contributions, consistent with Code §403(b).

(1) **Minimum Amount.** The Plan Administrator may establish an annual minimum Employee Contribution, and may change such minimum to a different amount from time to time.

(2) **Termination.** Any election on an Employee Contribution form shall remain in effect until a new election is filed or the election is revoked or otherwise terminates. The termination of a Participant's employment automatically revokes the Participant's election with regard to periods after the Participant is rehired.

3.10 USERRA/HEART ACT CONTRIBUTIONS.

(A) **Application.** This Section 3.10 applies to an Employee who: (1) has completed Qualified Military Service under USERRA; (2) the Employer has rehired under USERRA; and (3) is a Participant entitled to make-up contributions under Code §414(u). This Section 3.10 also applies to an Employee who dies or becomes disabled while performing Qualified Military Service, as provided in Sections 3.10(K) and the Employer's Adoption Agreement elections.

(B) **Employer Contributions.** The Employer will make up any Employer Contribution the Employer would have made and which the Plan Administrator would have allocated to the Participant's Account had the Participant remained employed by the Employer during the period of Qualified Military Service.

(C) **Compensation.** For purposes of this Section 3.10, the Plan Administrator will determine an affected Participant's Compensation as follows. A Participant during his/her period of Qualified Military Service is deemed to receive Compensation equal to that which the Participant would have received had he/she remained employed by the Employer, based on the Participant's rate of pay that would have been in effect for the Participant during the period of Qualified Military Service. If the Compensation during such period would have been uncertain, the Plan Administrator will use the Participant's actual average Compensation for the 12 month period immediately preceding the period of Qualified Military Service, or if less, for the period of employment.

(D) **Elective Deferrals/Employee Contributions.** If the Plan provided for Elective Deferrals, Employee Contributions or Mandatory Employee Contributions during a Participant's period of Qualified Military Service, the Plan Administrator must allow a Participant under this Section 3.10 to make up such Elective Deferrals, Employee Contributions or Mandatory Employee Contributions to his/her Account. The Participant may make up the maximum amount of Elective Deferrals, Employee Contributions or Mandatory Employee Contributions which he/she under the Plan terms would have been able to contribute during the period of Qualified Military Service (less any such amounts the Participant actually contributed during such period) and the Participant must be permitted to contribute any lesser amount as the Plan would have permitted. The Participant must make up any contribution under this Section 3.10(D) commencing on his/her Re-Employment Commencement Date and not later than 5 years following reemployment (or if less, a period equal to 3 times the length of the Participant's Qualified Military Service triggering such make-up contribution).

(E) **Matching Contributions.** The Employer will make up any Matching Contribution that the Employer would have made and which the Plan Administrator would have allocated to the Participant's Account during the period of Qualified Military Service, but based on any make-up Elective Deferrals or make-up Employee Contributions that the Participant makes under Section 3.10(D).

(F) **Limitations/Testing.** Contributions under this Section 3.10 are Annual Additions and are tested under Section 4.10(A) (Elective Deferral Limit) in the year to which such contributions are allocated, but not in the year in which such contributions are made.

(1) **Differential Wage Payments.** The Plan is not treated as failing to meet the requirements of any provision described in this Section 3.10(F) by reason of any contribution or benefit which is based on a Differential Wage Payment. The preceding sentence applies only if all Employees performing service in the uniformed services described in Code §3401(h)(2)(A) are entitled to receive Differential Wage Payments on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the Employer, to make contributions based on the payments on reasonably equivalent terms (taking into account Code §§410(b)(3), (4), and (5)). The Plan Administrator operationally may determine, for purposes of any provision described in this Section 3.10(F), whether to take into account any Elective Deferrals, and if applicable, any Matching Contributions, attributable to Differential Wage Payments.

(G) **No Earnings.** A Participant receiving any make-up contribution under this Section 3.10 is not entitled to an allocation of any Earnings on any such contribution prior to the time that the Employer actually makes the contribution (or timely deposits the Participant's own make-up Elective Deferrals or Employee Contributions) to the Plan.

(H) **No Forfeitures.** A Participant receiving any make-up allocation under this Section 3.10 is not entitled to an allocation of any forfeitures allocated during the Participant's period of Qualified Military Service.

(I) **Allocation Conditions.** For purposes of applying any Plan allocation conditions under Section 3.06, the Plan Administrator will treat any period of Qualified Military Service as Service.

(J) **HEART Act Death Benefits.** If a Participant dies while performing Qualified Military Service, the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death. Moreover, the Plan will credit the Participant's Qualified Military Service as service for vesting purposes, as though the Participant had resumed employment under USERRA immediately prior to the Participant's death.

(K) **HEART Act Continued Benefit Accrual.** This Section 3.10(K) does not apply unless the Employer in Appendix B to its Adoption Agreement elects to apply such provisions. If this Section 3.10(K) applies, then for benefit accrual purposes, the Plan treats an individual who dies or becomes disabled while performing Qualified Military Service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or Disability (as the case may be) and terminated employment on the actual date of death or Disability.

(1) **Determination of benefits.** The Plan will determine the amount of Employee Contributions and the amount of Elective Deferrals of an individual treated as reemployed under this Section 3.10(K) for purposes of applying Code §414(u)(8)(C) on the basis of the individual's average actual Employee Contributions or Elective Deferrals for the lesser of: (a) the 12-month period of service with the Employer immediately prior to Qualified Military Service; or (b) the actual length of continuous service with the Employer.

ARTICLE 4. LIMITATIONS AND TESTING

4.01 ANNUAL ADDITIONS LIMIT. The amount of Annual Additions which the Plan Administrator may allocate under this Plan to a Participant's Account for a Limitation Year may not exceed the Annual Additions Limit.

(A) **Actions to Prevent Excess Amount.** If the Annual Additions the Plan Administrator otherwise would allocate under the Plan to a Participant's Account for the Limitation Year would exceed the Annual Additions Limit, the Plan Administrator will not allocate the Excess Amount, but instead will take any reasonable, uniform action the Plan Administrator determines necessary to avoid allocation of an Excess Amount. Such actions include, but are not limited to, those described in this Section 4.01(A). The Plan Administrator may apply this Section 4.01 in a manner which maximizes the allocation to a Participant of Employer Contributions (exclusive of the Participant's Elective Deferrals). Notwithstanding any contrary Plan provision, the Plan Administrator, for the Limitation Year, may: (1) suspend or limit a Participant's additional Employee Contributions or Elective Deferrals; (2) notify the Employer to reduce the Employer's future Plan contribution(s) as necessary to avoid allocation to a Participant of an Excess Amount; or (3) suspend or limit the allocation to a Participant of any Employer Contribution previously made to the Plan (exclusive of Elective Deferrals) or of any Participant forfeiture. If an allocation of Employer Contributions previously made (excluding a Participant's Elective Deferrals) or of Participant forfeitures would result in an Excess Amount to a Participant's Account, the Plan Administrator will allocate the Excess Amount to the remaining Participants who are eligible for an allocation of Employer Contributions for the Plan Year in which the Limitation Year ends. The Plan Administrator will make this allocation in accordance with the Plan's allocation method as if the Participant whose Account otherwise would receive the Excess Amount is not eligible for an allocation of Employer Contributions. If the Plan Administrator allocates to a Participant an Excess Amount, the Plan Administrator must dispose of the Excess Amount in accordance with Section 4.03.

(B) **Estimated and Actual Compensation.** Prior to the determination of the Participant's actual Compensation for the Limitation Year, the Plan Administrator may determine the Annual Additions Limit on the basis of the Participant's estimated annual Compensation for such Limitation Year. The Plan Administrator will make this determination on a reasonable and uniform basis for all Participants similarly situated. The Plan Administrator must reduce the allocation of any Employer Contribution (including the allocation of Participant forfeitures) based on estimated annual Compensation by any Excess Amounts carried over from prior years. As soon as is administratively feasible after the end of the Limitation Year, the Plan Administrator will determine the Annual Additions Limit on the basis of the Participant's actual Compensation for such Limitation Year.

4.02 ANNUAL ADDITIONS LIMIT CODE §415 AGGREGATED PLANS.

(A) **Application of this Section.** This Section 4.02 applies only to Participants who, in addition to this Plan, participate in one or more Code §415 Aggregated Plans.

(1) **Definition of Code §415 Aggregated Plans.** Code §415 Aggregated Plans means 403(b) plans maintained by the Employer or a Predecessor Employer and which provide an Annual Addition during the Limitation Year.

(B) **Combined Plans Limitation.** The amount of Annual Additions which the Plan Administrator may allocate under this Plan to a Participant's Account for a Limitation Year may not exceed the Combined Plans Limitation.

(1) **Definition of Combined Plans Limitation.** The Combined Plans Limitation is the Annual Additions Limit, reduced by the sum of any Annual Additions allocated to the Participant's accounts for the same Limitation Year under the Code §415 Aggregated Plans.

(2) **Prevention.** If the amount the Employer otherwise would allocate to the Participant's Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this Section 4.02(B) Combined Plans Limitation, the Employer will reduce the amount of its allocation to that Participant's Account in the manner described in Section 4.01, so the Annual Additions under all of the Code §415 Aggregated Plans for the Limitation Year will equal the Annual Additions Limit.

(3) **Correction.** If the Plan Administrator allocates to a Participant an amount attributed to this Plan under Section 4.02(D) which exceeds the Combined Plans Limitation, the Plan Administrator must dispose of the Excess Amount in accordance with Section 4.02(E).

(C) **Estimated and Actual Compensation.** Prior to the determination of the Participant's actual Compensation for the Limitation Year, the Plan Administrator may determine the Combined Plans Limitation on the basis of the Participant's estimated annual Compensation for such Limitation Year. The Plan Administrator will make this determination on a reasonable and uniform basis for all Participants similarly situated. The Plan Administrator must reduce the allocation of any Employer Contribution (including the allocation of Participant forfeitures) based on estimated annual Compensation by any Excess Amounts carried over from prior years. As soon as is administratively feasible after the end of the Limitation Year, the Plan Administrator will determine the Combined Plans Limitation on the basis of the Participant's actual Compensation for such Limitation Year. See Section 4.05(D) regarding the definition of Compensation.

(D) **Ordering Rules.** If a Participant's Annual Additions under this Plan and the Code §415 Aggregated Plans result in an Excess Amount, such Excess Amount will consist of the Amounts last allocated. If the Plan Administrator allocates an Excess Amount to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, unless the Employer specifies otherwise in an Appendix B to its Adoption Agreement, the Excess Amount attributed to this Plan will equal the product of: (1) the total Excess Amount allocated as of such date, multiplied by (2) the ratio of (a) the Annual Additions allocated to the Participant as of such date for the Limitation Year under the Plan to (b) the total Annual Additions allocated to the Participant as of such date for the Limitation Year under this Plan and the Code §415 Aggregated Plans.

(E) **Disposition of Allocated Excess Amount Attributable to Plan.** The Plan Administrator will dispose of any allocated Excess Amounts described in and attributed to this Plan under Section 4.02(D) as provided in Section 4.03.

(F) **Override.** The Employer in Appendix B to its Adoption Agreement may specify overriding provisions which will apply to satisfy the requirements of Code §415 and the applicable regulations if the Employer maintains more than one 403(b) plan.

4.03 **DISPOSITION OF EXCESS ANNUAL ADDITIONS.** If a Participant's Account exceeds the Annual Additions Limit for the Limitation Year, then the Plan Administrator will hold the Excess Amount in a separate account. The Excess Amount held in the separate account is includible in the Participant's gross income (to the extent vested) for the taxable year in which the Employer Contributions exceed the Annual Additions Limit. This separate account will be treated as a separate contract to which 403(c) (or another application provision of the Code) applies. Amounts in the separate account may be distributed at any time, notwithstanding any other provisions of the Plan.

4.04 **CONTROLLED EMPLOYER/QUALIFIED DEFINED CONTRIBUTION PLAN.**

(A) **Application of this Section.** If a Participant in a 403(b) Plan also is in control of another employer, the 403(b) Plan is a Defined Contribution Plan maintained both by the controlled employer and by the Participant. In applying the Annual Additions Limit, the Participant must aggregate the 403(b) Plan contributions with all other contributions he/she receives under any qualified Defined Contribution Plan the controlled employer maintains.

(B) **Control.** For purposes of applying the Annual Additions Limit under Section (A), the Plan Administrator determines control under Code §§414(b) or 414(c), as modified by Code §415(h), in accordance with the rules of Treas. Reg. §1.415(f)-1(f).

(C) **Annual Additions.** For purposes of this Section, Annual Additions include the following amounts in addition to amounts described in Section 4.05: (1) amounts allocated to an individual medical account (as defined in Code §415(l)(2)) included as part of a pension or annuity plan maintained by the Employer; (2) contributions paid or accrued attributable to post-retirement medical benefits allocated to the separate account of a key-employee (as defined in Code §419A(d)(3)) under a welfare benefit fund (as defined in Code §419(e)) maintained by the Employer; and (3) allocations under a simplified employee pension (SEP) described in Code §408(k). However, the amounts described in (1) and (2) apply solely for purposes of the applying the dollar limitation of Section 4.05(B)(i) and do not apply for purposes of the percentage limitation of Section 4.05(B)(ii).

(D) **Annual Notice to Participants.** The Plan Administrator will provide written or electronic notice to Participants that explains the limitation in this Section 4.04 in a manner calculated to be understood by the average Participant and informs Participants of their responsibility to provide information to the Plan Administrator that is necessary to satisfy this Section. The notice will advise Participants that the application of the limitations in this Section will take into account information supplied by the Participant and that failure to provide necessary and correct information to the Plan Administrator could result in adverse tax consequences to the Participant, including the inability to exclude contributions to the Plan under Code §403(b). The notice will be provided annually, beginning no later than the later of (1) the year in which the Employee becomes a Participant, or (2) the first Plan Year which begins after the Employer adopts this document.

4.05 **DEFINITIONS: SECTIONS 4.01-4.04.** The following definitions apply for purposes of Sections 4.01 through 4.04, and supersede any contrary definitions in Article 1:

(A) **Annual Additions.** Annual Additions means the sum of the following amounts allocated to a Participant's Account for a Limitation Year: (1) Employer Contributions (including Elective Deferrals); (2) forfeitures; (3) Employee Contributions; and (4) Mandatory Employee Contributions.

(1) **Exclusions.** Annual Additions do not include: (a) Catch-Up Contributions; (b) Excess Deferrals which the Plan Administrator corrects by distribution by April 15 of the following calendar year; (c) designated IRA contributions; (d) Restorative Payments; (e) transfers to this Plan; (f) Rollover Contributions (as described in Code §§401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16)); (g) In-Plan Roth Rollovers, (h) Repayments of loans made to a Participant from the Plan; and (i) Repayments of amounts described in Code §411(a)(7)(B) (in accordance with Code §411(a)(7)(C)) and Code §411(a)(3)(D) or repayment of contributions to a governmental plan (as defined in Code §414(d)) as described in Code §415(k)(3), as well as Employer restorations of benefits that are required pursuant to such repayments.

(2) **Date of tax-exempt Employer Contributions.** Notwithstanding anything in the Plan to the contrary, in the case of an Employer that is exempt from Federal income tax (including a governmental employer), Employer Contributions are treated as credited to a Participant's account for a particular Limitation Year only if the contributions are actually made to the Plan no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable, depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends.

(B) **Annual Additions Limit.** Annual Additions Limit means the lesser of: (i) \$40,000 (or, if greater, the \$40,000 amount as adjusted under Code §415(d)), or (ii) 100% of the Participant's Compensation for the Limitation Year. If there is a short Limitation Year because of a change in Limitation Year, the Plan Administrator will multiply the \$40,000 (as adjusted) limitation by the following fraction:

$$\frac{\text{Number of months (or fractional parts thereof) in the short Limitation Year}}{12}$$

The 100% Compensation limitation in clause (ii) above does not apply to any contribution for medical benefits within the meaning of Code §401(h) or Code §419A(f)(2) which otherwise is an Annual Addition.

(1) **Single plan treatment of 403(b) Plans.** For purposes of applying the Annual Additions Limit, the Plan Administrator must treat all 403(b) Plans (whether or not terminated) maintained by the Employer as a single plan.

(2) **Church plan.** For a Participant who is an Employee of a Church or a convention or association of churches, including an organization described in Code §414(e)(3)(B)(ii), the Annual Additions limit is not less than \$10,000 regardless of the Participant's Includible Compensation in the Limitation Year. With respect to any Participant, the total amount of Annual Additions that, but for this Section 4.05(B)(2), would be in excess of the Annual Additions Limit cannot exceed \$40,000. Thus, the aggregate of Annual Additions for all Limitation Years that would exceed the Annual Additions Limit but for this rule is limited to \$40,000. In the case of a Participant described in Code §415(c)(7)(B) who is performing services outside the United States, the Participant's Annual Additions Limit shall not be less than \$3,000, provided the Participant's adjusted gross income for the taxable year (determined separately and without regard to community property laws) exceeds \$17,000.

(3) **Certain contributions treated as made to a Defined Contribution Plan.** Solely for purposes of Sections 4.01 through 4.04, the following contributions are treated as contributions to a Defined Contribution Plan: (i) mandatory employee contributions under Code §411(c)(2)(C) made to a Defined Benefit Plan maintained by the Employer, unless such contributions are "picked up" by the Employer under Code §414(h)(2); (ii) contributions to an individual medical account (as defined in Code §415(l)(2)) included as part of a Defined Benefit Plan or annuity plan under Code §401(h) maintained by the Employer; and (iii) a welfare benefit fund under Code §419(e) maintained by the Employer to the extent there are post-retirement medical benefits allocated to the separate account of a key employee (as defined in Code §419A(d)(3)).

(C) **Cessation of Affiliation.** A Cessation of Affiliation means the event that causes an entity to no longer be aggregated with one or more other entities as a single employer under the employer affiliation rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2) (such as the sale of a subsidiary outside a controlled group), or that causes a plan to not actually be maintained by any of the entities that constitute the employer under the employer affiliation rules of Treas. Reg. §§1.415(a)-1(f)(1) and (2) (such as a transfer of plan sponsorship outside of a controlled group).

(D) **Compensation.** Compensation means Includible Compensation and includes Deemed Includible Compensation and Post-Severance Compensation. Compensation includes Elective Deferrals, irrespective of whether the Employer has elected in its Adoption Agreement to include these amounts as Compensation under Section 1.11. No Compensation exclusions the Employer has elected in Question 10 to its Adoption Agreement apply for determining Includible Compensation.

(1) **"First few weeks rule."** If the Employer elects in Appendix B to its Adoption Agreement, the Plan Administrator on a uniform and consistent basis as to similarly situated Participants, will include in Compensation for Code §415 purposes Compensation earned in such Limitation Year but which, solely because of pay period and pay date timing, is paid in the first few weeks of the next following Limitation Year as described in Treas. Reg. §1.415(c)-2(e)(2). This Section 4.05(D)(1) applies to Code §415 testing Compensation but does not affect Compensation for allocation purposes.

(2) **Differential Wage Payment.** The Plan treats a Differential Wage Payment to an Employee as Compensation for purposes of application of the Annual Additions Limit.

(E) **Employer.** Employer means the Signatory Employer and any Related Employer. Solely for purposes of applying the Annual Additions Limit, the Plan Administrator will determine Related Employer status by modifying Code §§414(b) and (c) in accordance with Code §415(h) and Treas. Reg. §1.415(a)-1(f)(1) and will take into account tax-exempt organizations under Treas. Reg. §1.414(c)-5. For purposes of the limitation of Section 4.04(A), the Employer includes the controlled employer described in Section 4.04.

(F) **Excess Amount.** Excess Amount means the excess of the Participant's Annual Additions for the Limitation Year over the Annual Additions Limit.

(G) **Formerly Affiliated Plan.** Formerly Affiliated Plan means a plan that, immediately prior to the Cessation of Affiliation, was actually maintained by one or more of the entities that constitute the Employer (as determined under the employer affiliation rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2)), and immediately after the cessation of affiliation, is not actually maintained by any of the entities that constitute the Employer (as determined under the employer affiliation rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2)).

(H) **Limitation Year.** See Section 1.45.

(I) **Predecessor Employer.** Predecessor Employer means a former employer with respect to a participant in a plan maintained by an employer if the employer maintains a plan under which the participant had accrued a benefit while performing services for the employer, but only if that benefit is provided under the plan maintained by the employer. For this purpose, the formerly affiliated plan rules in Treas. Reg. §1.415(f)-1(b)(2) apply as if the Employer and Predecessor Employer constituted a single employer under the rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2) immediately prior to the Cessation of Affiliation (and as if they constituted two, unrelated employers under the rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2) immediately after the Cessation of Affiliation) and Cessation of Affiliation was the event that gives rise to the predecessor employer relationship, such as a transfer of benefits or plan sponsorship. With respect to an Employer of a Participant, a former entity that antedates the Employer is a Predecessor Employer with respect to the Participant if, under the facts and circumstances, the Employer constitutes a continuation of all or a portion of the trade or business of the former entity.

(J) **Restorative Payment.** A Restorative Payment means a payment made to restore losses to a Plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under applicable federal or state law, where Participants who are similarly situated are treated similarly with respect to the payments. Generally, payments are Restorative Payments only if the payments are made in order to restore some or all of the Plan's losses due to an action (or a failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). This includes payments to the Plan made pursuant to a court-approved settlement, to restore losses to the Plan on account of the breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). Payments made to the Plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty are not Restorative Payments and generally constitute contributions that are considered Annual Additions.

4.06 [RESERVED]

4.07 [RESERVED]

4.08 [RESERVED]

4.09 [RESERVED]

4.10 **403(b) TESTING.** The Plan Administrator will test Elective Deferrals, Matching Contributions and Employee Contributions under the Plan, in accordance with this Section 4.10.

(A) **Annual Elective Deferral Limitation.** A Participant's Elective Deferrals for a Taxable Year may not exceed the Elective Deferral Limit. Qualified Organization Catch-up Deferrals and Age 50 Catch-up Deferrals are not subject to the Elective Deferral Limit. See Sections 3.02(D) and (E).

(1) **Definition of Elective Deferral Limit.** The Elective Deferral Limit is the Code §402(g) limitation on each Participant's Elective Deferrals for each Taxable Year as described in Section 4.10(A)(3). If the Participant's Taxable Year is not a calendar year, the Plan Administrator must apply the Code §402(g) limitation in effect for the calendar year in which the Participant's Taxable Year begins.

(2) **Definition of Excess Deferral.** A Participant's Excess Deferral is the amount of Elective Deferrals for a Taxable Year which exceeds the Elective Deferral Limit.

(3) **Elective Deferral Limit.** The Elective Deferral Limit is the amount as in effect under Code §402(g) (\$18,000 in 2017), subject to adjustment by the IRS in multiples of \$500 under Code §402(g)(4). However, in no event shall a Participant's Elective Deferrals exceed the Participant's Compensation for the Taxable Year.

(4) **Suspension after reaching limit.** If, pursuant to a Salary Reduction Agreement or pursuant to a CODA election, the Employer determines a Participant's Elective Deferrals to the Plan for a Taxable Year would exceed the Elective Deferral Limit, the Employer will suspend the Participant's Elective Deferrals under his/her Salary Reduction Agreement,

if any, until the following January 1 and will pay to the Participant in cash the portion of the Elective Deferrals which would result in the Participant's Elective Deferrals for the Taxable Year exceeding the Elective Deferral Limit.

(5) **Correction.** If the Plan Administrator determines a Participant's Elective Deferrals already contributed to the Plan for a Taxable Year exceed the Elective Deferral Limit, the Plan Administrator will distribute the Excess Deferrals as adjusted for Allocable Income, no later than April 15 of the following Taxable Year (or if later, the date permitted under Code §§7503 or 7508A).

(6) **415 interaction.** If the Plan Administrator distributes the Excess Deferrals by the April 15 deadline under Section 4.10(A)(5), the Excess Deferrals are not an Annual Addition under Section 4.05, and the Plan Administrator may make the distribution irrespective of any other provision under this Plan or under the Code. Elective Deferrals distributed to a Participant as an Excess Amount in accordance with Section 4.03 are not taken into account in determining the Participant's Elective Deferral Limit.

(7) **More than one plan.** If a Participant participates in another plan subject to the Code §402(g) limitation under which he/she makes elective deferrals pursuant to a 401(k) Plan, elective deferrals under a SARSEP, elective contributions under a SIMPLE IRA or salary reduction contributions to a 403(b) plan (irrespective of whether the Employer maintains the other plan), the Participant may provide to the Plan Administrator a written claim for Excess Deferrals made to the Plan for a Taxable Year. The Participant must submit the claim no later than the March 1 following the close of the particular Taxable Year and the claim must specify the amount of the Participant's Elective Deferrals under this Plan which are Excess Deferrals. The Plan Administrator may require the Participant to provide reasonable evidence of the existence of and the amount of the Participant's Excess Deferrals. If the Plan Administrator receives a timely claim which it approves, the Plan Administrator will distribute the Excess Deferrals (as adjusted for Allocable Income under Section 4.11(B)(1)) the Participant has assigned to this Plan, in accordance with this Section 4.10(A). If a Participant has Excess Deferrals because of making Elective Deferrals to this Plan and other plans of the Employer (but where the Elective Deferral Limit is not exceeded based on Deferrals to any single plan), the Participant for purposes of this Section 4.10(A)(7) is deemed to have notified the Plan Administrator of this Plan of the Excess Deferrals.

(8) **Roth and Pre-Tax Deferrals.** If a Participant who will receive a distribution of Excess Deferrals, in the Taxable Year for which the corrective distribution is made, has contributed both Pre-Tax Deferrals and Roth Deferrals, the Plan Administrator operationally will determine the Elective Deferral Account source(s) from which it will direct the Vendor to make the corrective distribution. The Plan Administrator also may permit the affected Participant to elect the source(s) from which the Vendor will make the corrective distribution. However, the amount of a corrective distribution of Excess Deferrals to any Participant from the Pre-Tax Deferral or Roth Deferral sources under this Section 4.10(A)(8) may not exceed the amount of the Participant's Pre-Tax Deferrals or Roth Deferrals for the Taxable Year of the correction.

(B) [Reserved]

(C) [Reserved]

4.11 DEFINITIONS: SECTION 4.10. For purposes of Section 4.10:

(A) [Reserved]

(B) **Allocable Income.** Allocable Income means as follows:

(1) **Excess Deferrals.** For purposes of making a distribution of Excess Deferrals pursuant to Section 4.10(A), Allocable Income means Earnings allocable to the Excess Deferrals for the Taxable Year in which the Participant made the Excess Deferral.

(a) **Reasonable or alternative (pro rata) method.** To calculate such Allocable Income for the Taxable Year, the Plan Administrator will use: (i) a uniform method which reasonably reflects the manner used by the Plan Administrator to allocate Earnings to Participants' Accounts; or (ii) the "alternative method" under Treas. Reg. §1.402(g)-1(e)(5)(iii). See Section 4.11(B)(2)(a) as to the alternative method except the Plan Administrator will apply such modifications as are necessary to determine Taxable Year Allocable Income with respect to the Excess Deferrals.

ARTICLE 5. VESTING

5.01 NORMAL/EARLY RETIREMENT AGE. The Employer in its Adoption Agreement must specify the Plan's Normal Retirement Age. If the Employer fails to specify the Plan's Normal Retirement Age in its Adoption Agreement, the Employer is deemed to have elected age 65 as the Plan's Normal Retirement Age. The Employer in its Adoption Agreement may specify an Early Retirement Age. A Participant's Account Balance derived from Employer Contributions is 100% Vested upon and after his/her attaining Normal Retirement Age (or if specified in the Adoption Agreement, Early Retirement Age) if the Participant is employed by the Employer on or after that date and regardless of the Participant's Years of Service for vesting or the Employer's Adoption Agreement elected vesting schedules.

5.02 PARTICIPANT DEATH OR DISABILITY. If the Employer elects in its Adoption Agreement, a Participant's Account Balance derived from Employer Contributions is 100% Vested if the Participant's Severance from Employment is a result of his/her death or his/her Disability.

5.03 VESTING SCHEDULE.

(A) **General.** Except as provided in Sections 5.01 and 5.02, for each Year of Service as described in Section 5.05, a Participant's Vested percentage of his/her Account Balance derived from Nonelective Contributions and Matching Contributions equals the percentage under the appropriate vesting schedule the Employer has elected in its Adoption Agreement.

(1) **Election of different schedules.** Unless the Employer in its Adoption Agreement elects otherwise, the vesting schedule for Nonelective Contributions will be the same vesting schedule as for Matching Contributions.

(B) **Vesting Schedules.**

(1) **In General.** Employer Contributions will vest in accordance with the Employer's Adoption Agreement election. The Employer may elect to provide immediate 100% vesting, "3-year cliff," "6-year graded," or a modified vesting schedule. The vesting schedule must be at least as rapid as a 15-year cliff (or a 20-year cliff for a group of employees limited to qualified public safety employees defined in Code §72(t)(10)(B)) or a 5 to 20 year graded vesting schedule. For purposes of the Employer's elections under its Adoption Agreement, "6-year graded," or "3-year cliff" means an Employee's Vested percentage, based on each included Year of Service, under the following applicable schedule:

6-year graded	3-year cliff
0-1 year / 0%	0-2 years / 0%
2 years / 20%	3 years / 100%
3 years / 40%	
4 years / 60%	
5 years / 80%	
6 years / 100%	

(C) **Vesting Formula.** If the Vendor makes a distribution to a Participant from an Account which is not fully Vested, and the Participant has not incurred a Forfeiture Break in Service, the provisions of this Section 5.03(C) apply to the Participant's Account Balance.

(1) **"Grossed Up" formula.** At any relevant time following the distribution, the Plan Administrator will determine the Participant's Vested Account Balance derived from Employer Contributions in accordance with the following formula: $P(AB + D) - D$. To apply this formula, "P" is the Participant's current vesting percentage at the relevant time, "AB" is the Participant's Employer-derived Account Balance at the relevant time and "D" is the amount of the earlier distribution. If, under a Restated Plan, the Plan has made distribution to a partially-Vested Participant prior to its restated Effective Date, this special vesting formula also applies to that Participant's remaining Account Balance.

(2) **Alternative separate account formula.** The Employer, in Appendix B to its Adoption Agreement, may elect to use the alternative formula. If the Employer elects to use the alternative formula, then the Plan Administrator will establish a separate account for the Participant's Account Balance at the time of the distribution. At any relevant time following the distribution, the Plan Administrator will determine the Participant's Vested Account Balance in such separate account derived from Employer contributions in accordance with the following formula: $P(AB + (R \times D)) - (R \times D)$. For purposes of this alternative formula, the terms in the preceding Paragraph have the same meaning and "R" is the ratio of "AB" to the Participant's Employer-derived Account Balance immediately following the earlier distribution.

(3) **Application to Nonelective/Matching.** If necessary, the Plan Administrator will determine the Participant's Vested Account Balance for the Participant's Matching Contributions and the Participant's Employer Nonelective Contributions separately.

(D) **Special Vesting Elections.** The Employer in its Adoption Agreement may elect other specified vesting provisions.

(E) **Fully Vested Amounts.** A Participant is 100% Vested in all Accounts which are attributable to Elective Deferrals, Employee Contributions, QNECs, Mandatory Employee Contributions, Nonelective Contributions to former Employees under Section 3.04(D), and Rollover Contributions.

(F) **Mergers/Transfers.** A merger or transfer of assets from another 403(b) Plan to this Plan does not result, solely by reason of the merger or transfer, in 100% vesting of the merged or transferred assets. The Plan Administrator operationally will determine in the case of a merger or other transfer to the Plan whether: (1) to vest immediately all transferred assets; (2) to vest the transferred assets in accordance with the Plan's vesting schedule applicable to the contribution type being transferred; or (3) to vest the transferred assets in accordance with the transferor plan's vesting schedule(s) applicable to the contribution types being transferred, as such schedules existed on the date of the transfer. The Employer may elect to record such information in its Adoption Agreement as a special Vesting Election.

5.04 [RESERVED]

5.05 YEAR OF SERVICE -- VESTING. For purposes of this Article 5, the following definitions and operational rules apply:

(A) **Definition of Year of Service.** A Year of Service, for purposes of determining a Participant's vesting under Section 5.03, means a Vesting Computation Period during which an Employee completes the number of Hours of Service the Employer specifies in its Adoption Agreement, without regard to whether the Employer continues to employ the Employee during the entire Vesting Computation Period.

(B) **Definition of Vesting Computation Period.** A Vesting Computation Period is a 12-consecutive month period the Employer elects in its Adoption Agreement.

(C) **Counting Years of Service.** For purposes of a Participant's Vesting in the Plan, the Plan counts all of an Employee's Years of Service except:

(1) **Forfeiture Break in Service; Cash-Out.** For the sole purpose of determining a Participant's Vested percentage of his/her Account Balance derived from Employer Contributions which accrued for his/her benefit prior to a Forfeiture Break in Service or receipt of a Cash-Out Distribution, the Plan disregards any Year of Service after the Participant first incurs a Forfeiture Break in Service or receives a Cash-out Distribution.

(2) **Other exclusions.** Any Year of Service the Employer elects to exclude under its Adoption Agreement, including service during any period for which the Employer did not maintain the Plan or a predecessor plan.

(D) **Elapsed Time.** If the Employer in its Adoption Agreement elects to apply the Elapsed Time Method in applying the Plan's vesting schedule, the Plan Administrator will credit service in accordance with Section 1.40(D)(3).

5.06 BREAK IN SERVICE AND FORFEITURE BREAK IN SERVICE -- VESTING. For purposes of this Article 5, the following definitions and operational rules apply:

(A) **Definition of Break in Service.** A Participant incurs a Break in Service if during any Vesting Computation Period he/she does not complete more than 500 Hours of Service. The Plan Administrator may disregard a Break in Service for a Vesting Computation Period if the Employee is in service on the last day of that period. If the Plan applies the Elapsed Time Method of crediting Service, a Participant incurs a Break in Service if the Participant has a Period of Severance of at least 12 consecutive months. If, pursuant to Section 5.05, the Plan does not require more than 500 Hours of Service to receive credit for a Year of Service, a Participant incurs a Break in Service in a Vesting Computation Period in which he/she fails to complete a Year of Service.

(B) **Definition of Forfeiture Break in Service.** A Participant incurs a Forfeiture Break in Service when he/she incurs 5 consecutive Breaks in Service.

(C) **Adoption Agreement provisions.** The Employer may specify, in Appendix B to its Adoption Agreement, one or more years or other periods of service which the Plan will disregard for purposes of vesting, based on Separation from Service, Breaks in Service, or Forfeiture Breaks in Service.

5.07 FORFEITURE OCCURS.

(A) **Timing.** A Participant's forfeiture of his/her non-Vested Account Balance derived from Employer Contributions occurs under the Plan on the earlier of:

(1) **Forfeiture Break.** The last day of the Vesting Computation Period in which the Participant first incurs a Forfeiture Break in Service; or

(2) **Separation.** As soon as reasonably practical after the date the Participant severs employment.

(B) **Vesting Schedule/Lost Participants.** The Plan Administrator determines the percentage of a Participant's Account Balance forfeiture, if any, under this Section 5.07 solely by reference to the vesting schedule the Employer elected in its Adoption Agreement. A Participant does not forfeit any portion of his/her Account Balance for any other reason or cause except as expressly provided by this Section 5.07 or as provided under Section 7.07.

5.08 [RESERVED]

5.09 **TREATMENT OF NONVESTED AMOUNTS.** All Employer Contributions for a Participant, to the extent not vested, will be credited to a separate account for recordkeeping purposes and treated as made to a contract to which Code §403(c) (or another applicable provision of the Code) applies. On or after the date on which the Participant's interest in the separate account becomes nonforfeitable, the contract shall be treated as a Code §403(b) Annuity Contract if: (1) no election has been made under Code §83(b) with respect to the contract; (2) the Participant's interest in the separate account has been subject to a substantial risk of forfeiture before becoming nonforfeitable; (3) contributions subject to different vesting schedules have been maintained in separate accounts; and (4) the separate account at all times satisfied the requirements of Code §403(b) except for the nonforfeitable requirement in Code §403(b)(1)(C). If only a portion of the Participant's interest in a separate account becomes nonforfeitable in a year, then that portion of the contract will be considered a Code §403(b) Annuity Contract and the remaining forfeitable portion will be considered a separate contract to which Code §403(c) (or another applicable provision of the Code) applies. Each contribution (and Earnings thereon) that is subject to a different vesting schedule must be maintained in a separate account for the Participant. The phrase "separate account" used in this Section refers to recordkeeping entries, and does not require the maintenance of a separate account or Annuity Contract.

5.10 **EMPLOYEE CONTRIBUTIONS.** A Participant who is either fully or partially vested in his or her Employer Contributions will not forfeit any of those contributions merely as the result of a distribution of all or any portion of the Participant's Employee Contributions.

ARTICLE 6. DISTRIBUTIONS

6.01 TIMING OF DISTRIBUTION. Except as otherwise provided in Section 6.01(A), if the Participant is entitled to a distribution, the Vendor will commence distribution of a Participant's Vested Account Balance in accordance with this Article 6 after the Participant's request on a form prescribed by the Plan or the Vendor. The Vendor may make Plan distributions on any administratively practicable date during the Plan Year, consistent with the Investment Arrangement Documentation.

(A) Relationship between Plan and Investment Arrangement Documentation. This Article 6, together with the corresponding Adoption Agreement elections applies to set forth the permissible distributable events and timing. If the Documentation for a particular Investment Arrangement does not provide for a particular distributable event, then such a distribution is unavailable from that Investment Arrangement. For example, if the Plan allows for hardship distributions, and all Investment Arrangements under the Plan except one permit hardship distributions, then hardship distributions are not available from that one Investment Arrangement. By contrast, if the Plan does not allow hardship distributions, then they are not available under any Investment Arrangement in the Plan, regardless of the Investment Arrangement Documentation. Any distribution is subject to the terms of the applicable Investment Arrangement Documentation.

(B) Entitlement to distribution. A Participant is entitled to a distribution after Severance of Employment at the time specified in the Investment Arrangement Documentation, or, if later, the time specified in the Adoption Agreement. If the Investment Arrangement Documentation does not specify the timing of distributions after Severance of Employment, the Participant is entitled to a distribution within an administratively reasonable period following Severance of Employment. The failure of a Participant to request a distribution shall be deemed to be an election to defer a distribution. The Plan will make distributions following the Participant's death in accordance with Section 6.01(C). A Participant is entitled to a distribution prior to Severance of Employment under the rules of Section 6.01(D) in accordance with the Employer's elections in the Adoption Agreement. However, the Plan will not make a distribution which would violate Section 6.01(E).

(C) Distribution upon Death. In the event of the Participant's death (whether death occurs before or after Severance from Employment), the Plan Administrator will direct the Vendor, in accordance with this Section 6.01(C) and subject to Section 6.02, to distribute to the Participant's Beneficiary the Participant's Vested Account Balance remaining in the Investment Arrangement at the time of the Participant's death.

(1) Single payment. If the Participant's Vested Account Balance does not exceed \$5,000, the Vendor will distribute the balance without regard to Section 6.04. The distribution will be made in a lump sum (which will be a Cash-Out Distribution if the Participant's Account Balance is not 100% Vested on death) unless the Plan's distribution form provides otherwise. If the Participant's Vested Account Balance exceeds \$5,000, the Vendor will distribute the balance subject to Sections 6.02, 6.03, and 6.04.

(D) In-Service Distribution. The Employer in its Adoption Agreement must elect the distribution election rights, if any, a Participant has prior to his/her Severance from Employment ("in-service distribution").

(1) Vesting/other conditions. If a Participant receives an in-service distribution as to a partially-Vested Account, and the Participant has not incurred a Forfeiture Break in Service, the Plan Administrator will apply the vesting provisions of Section 5.03(C). The Employer in its Adoption Agreement may elect to limit any in-service distribution only to Participants who are 100% vested or to apply other conditions.

(2) Participant election. A Participant must make any permitted in-service distribution election under this Section 6.01(D) in writing and on a form prescribed by the Plan or the Vendor which specifies the percentage or dollar amount of the distribution and the Participant's Plan Account to which the election applies.

(3) Frequency, timing and form. The Investment Arrangement Documentation may limit the frequency, timing, and form of in-service distributions.

(4) Hardship. See Section 6.07 regarding requirements for distributions based on hardship.

(5) Rollover Contributions; Employee Contributions. A Participant may elect to receive an in-service distribution of his/her Accounts attributable to Rollover Contributions and Employee Contributions subject to Sections 6.01(D)(2) and (3), except as the Employer provides otherwise in Appendix B to its Adoption Agreement. Distribution of a Rollover Contribution or Employee Contribution is subject to Section 6.04 if Section 6.04 otherwise applies to the Participant.

(6) Distribution events for non-Elective Deferral Accounts in Annuity Contracts. The Employer in its Adoption Agreement may elect to permit an in-service distribution of any Account in an Annuity Contract other than an Elective Deferral Account upon a Participant's attainment of a stated age, after a fixed number of years, or based on some other specified event. Such amounts are not Restricted Balances unless such amounts are QNEC Accounts.

(7) **In-Plan Roth Rollover Contributions.** Except as otherwise elected in Appendix B to the Adoption Agreement, if the Employer in its Adoption Agreement elects under Section 3.08(B) to permit In-Plan Roth Rollover Contributions, (a) all Accounts (except a Roth Account) from which the Participant could then receive a distribution are eligible for an In-Plan Roth Rollover attributable to otherwise distributable amounts; (b) all Accounts (except a Roth Account) which may not be distributed are eligible for an In-Plan Roth Rollover attributable to otherwise nondistributable amounts; (c) a Participant may distribute and roll over his/her Plan loan in an In-Plan Roth Rollover, but without changing the loan repayment schedule; (d) any amount may be distributed in an In-Plan Roth Rollover with no minimum; (e) a Participant may receive In-Service Distributions from his/her In-Plan Roth Rollover Account under the same conditions as the Participant's Roth Elective Deferral Account; and (f) In-Service distributions which are eligible for an In-Plan Roth Rollover are limited to those which are available for other types of distributions. If the Employer in Appendix B to its Adoption Agreement provides for In-Service Distributions which are limited to In-Plan Roth Rollovers, the Employer in Appendix B may permit distribution of an additional amount solely for the purpose of federal or state income tax withholding for the Participant's anticipated tax obligations regarding the amount includible in the Participant's gross income by reason of the In-Plan Roth Rollover (and the amount withheld for income taxes). The Plan Administrator may limit the amount of the 100% withholding distribution to the amount the Plan Administrator reasonably determines is sufficient to satisfy the Participant's federal and/or state income tax liability relating to the Plan distribution. This Section 6.01(D)(7), other than clause (b), is effective no sooner than September 28, 2010. Clause (b) is effective no earlier than January 1, 2013.

(8) **EACA permissible withdrawal.** If the Employer maintains the Plan as a EACA as defined under Section 3.02(B) and the Employer elects in its Adoption Agreement to allow permissible withdrawals, a Participant who has Automatic Deferrals under the EACA may elect to withdraw all the Automatic Deferrals (and allocable Earnings) as a permissible withdrawal, in accordance with the provisions of Section 3.02(B)(2).

(9) **Pre-2009 Annuity Contracts.** If an Annuity Contract an Insurance Company issued before January 1, 2009 provides for In-Service Distributions other than those described in the Adoption Agreement, then amounts held in that Annuity Contract may be distributed in-service in accordance with its terms unless the Employer has elected not to permit such distributions in Appendix B to its Adoption Agreement.

(10) **Qualified Reservist Distribution ("QRD").** The Employer in its Adoption Agreement may elect to permit in-service distribution of Elective Deferrals as a Qualified Reservist Distribution, or QRD. A QRD means a qualified reservist distribution as defined under Code §72(t)(2)(G)(iii). A QRD is any distribution to an individual who is ordered or called to active duty after September 11, 2001, if: (A) the distribution is from the Elective Deferral Account; (B) the individual was (by reason of being a member of a reserve component, as defined in section 101 of title 37, United States Code) ordered or called to active duty for a period in excess of 179 days or for an indefinite period; and (C) the Plan makes the distribution during the period beginning on the date of such order or call, and ending at the close of the active duty period.

(E) **403(b) Distribution Restrictions.**

(1) **Limitation.** A Participant may not receive a distribution of the Participant's Restricted Balances except in the event of: (a) the Participant's death, Disability, Severance of Employment or attainment of age 59 1/2; (b) except with regard to Employer Contributions under a Custodial Account and QNECs, hardship in accordance with Section 6.07; (c) Plan termination, as provided for in Section 9.04, (d) Excess Deferrals described in Section 4.10(A)(2), (e) corrective distributions under Article 4 or Section 7.08, or otherwise permitted by the Code, or (f) as may otherwise be provided by law and in IRS Guidance. This limitation will be applied in conformance with Treas. Reg. §§1.403(b)-6(c) and (d). Also see Sections 6.05 relating to domestic relations orders and 7.05(G) relating to IRS levies.

(2) **Definition of "Restricted Balances."** A Participant's Restricted Balances are the Participant's Elective Deferral Account under an Annuity Contract, all Accounts under a Custodial Account (or transferred from a Custodial Account) and QNEC Account. Restricted balances do not include (a) Employer Contribution Accounts in an Annuity Contract which were not transferred from a Custodial Account; or (b) any Accounts consisting of Employee Contributions or Rollover Contributions and Earnings thereon; or (c) pre-1989 Elective Deferral contributions (excluding Earnings thereon) to an Annuity Contract that are separately accounted for (which may be distributed in accordance with the terms of the Investment Arrangement Documentation).

(F) **Mandatory Distributions.** The Employer in its Adoption Agreement may elect to have the Plan make Mandatory Distributions. A Mandatory Distribution is a Plan-required distribution to or for a Participant without the Participant's consent upon Severance from Employment, other than a distribution based on the Participant's death or on account of plan termination. A Mandatory Distribution may not exceed the amount the Employer elects in its Adoption Agreement or such lesser amount that may be specified in the Investment Arrangement. In applying the elected Mandatory Distribution amount, the Plan Administrator will include or exclude a Participant's Rollover Contributions Account as the Employer elects in its Adoption Agreement. A Mandatory Distribution does not include the remaining balance of any installment distribution which has already commenced. The Employer will notify the Vendor within a reasonable period of time of each Participant's Severance from Employment. The Vendor, upon notification by the Employer, will distribute a Participant's Mandatory Distribution in a lump sum within a

reasonable period of time after notification by the Employer of the Participant's Severance from Employment. The provisions of this Section 6.01(F) do not impair the Participant's right to receive a distribution of the Participant's Vested Account Balance under other Plan provisions prior to receipt of the Mandatory Distribution. If the Vendor Documentation provides for Mandatory Distributions, those provisions shall apply to Investment Arrangements held by the Vendor as though elected by the Employer in its Adoption Agreement. See Section 6.08 regarding direct rollovers and automatic rollovers.

6.02 REQUIRED MINIMUM DISTRIBUTIONS. The Plan will comply with the minimum distribution requirements of Code §401(a)(9) in accordance with the terms governing each Investment Arrangement, unless and to the extent otherwise permitted by law and in regulations or other rules of general applicability published by the IRS. For purposes of applying the distribution rules of Code §401(a)(9), each Investment Arrangement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of Treas. Reg. §1.408-8, except as provided in Treas. Reg. §1.403(b)-6(e). "RMD" refers to a required minimum distribution amount the Plan must distribute pursuant to those rules.

6.03 METHOD OF DISTRIBUTION. Subject to any contrary requirements imposed by the Plan or the Adoption Agreement, a Participant or a Beneficiary may elect distribution under any method permitted in the Investment Agreement Documentation. If the Investment Agreement Documentation does not specify, the Participant or Beneficiary may elect to receive payment in the method or methods specified in the Adoption Agreement. If the Participant receives an annuity, the annuity must be nontransferable and otherwise must comply with the Plan terms. This Section 6.03 does not apply to the extent provided in Section 6.01(A).

(A) Account Types/Sourcing Elections. Subject to the Vendor's operational limitations, if a Participant who will receive a partial distribution of his/her Plan Account has both a Roth Deferral Account (or some other Account with tax basis) and one or more pre-tax Accounts including a Pre-Tax Deferral Account, the Plan operationally will determine the Account source(s) from which the Vendor will make the distribution. The Plan also may permit the affected Participant to elect the Account source(s) of the Participant's distribution unless such elections are contrary to the Code or the Vendor's operational limitations. This Section (A) as to election of Account sources from among multiple sources does not apply to the extent that a Participant is eligible under the Plan terms to receive a distribution only from one specific Account source.

6.04 ANNUITY DISTRIBUTIONS TO PARTICIPANTS AND TO SURVIVING SPOUSES.

(A) Qualified Joint and Survivor Annuity (QJSA). This Section 6.04 does not apply unless the Employer chooses to apply it in the Adoption Agreement. If this Section does apply, the Vendor will distribute a married or unmarried Participant's Vested Account Balance in the form of a QJSA (or in the form of a QOSA described in Section 6.04(A)(8)), unless the Participant, and spouse if the Participant is married, waive the QJSA in accordance with this Section 6.04(A).

(1) Definition of QJSA if married. If, as of the Annuity Starting Date, the Participant is married (even if the Participant has not been married throughout the one year period ending on the annuity starting date), a QJSA is an immediate annuity which is purchasable with the Participant's Vested Account Balance and which provides a life annuity for the Participant and a survivor annuity payable for the remaining life of the Participant's surviving spouse equal to 50% of the amount of the annuity payable during the life of the Participant.

(2) Definition of QJSA if not married. If, as of the Annuity Starting Date, the Participant is not married, a QJSA is an immediate life annuity for the Participant which is purchasable with the Participant's Vested Account Balance.

(3) Modification of QJSA benefit. An individual Investment Arrangement or the Employer in Appendix B to its Adoption Agreement may specify a different percentage (more than 50% but not exceeding 100%) for the survivor annuity.

(4) Definitions of life/survivor annuity. A life annuity means an annuity payable to the Participant in equal installments for the life of the Participant that terminates upon the Participant's death. A survivor annuity means an annuity payable to the Participant's surviving spouse in equal installments for the life of the surviving spouse that terminates upon the death of the surviving spouse.

(5) QJSA notice/timing. At least 30 days and not more than 180 days before the Participant's Annuity Starting Date, the Plan must provide the Participant a written explanation of the terms and conditions of the QJSA, the Participant's right to make, and the effect of, an election to waive the QJSA benefit, the rights of the Participant's spouse regarding the waiver election and the Participant's right to make, and the effect of, a revocation of a waiver election.

(6) Waiver frequency and timing. The Plan does not limit the number of times the Participant may revoke a waiver of the QJSA or make a new waiver during the election period. The Participant (and his/her spouse, if the Participant is married), may revoke an election to receive a particular form of benefit at any time until the Annuity Starting Date.

(7) Married Participant waiver. A married Participant's QJSA waiver election is not valid unless: (a) the Participant's spouse (to whom the survivor annuity is payable under the QJSA), after the Participant has received the QJSA notice, has consented in writing to the waiver election, the spouse's consent acknowledges the effect of the election, and a notary public or the Plan Administrator (or his/her representative) witnesses the spouse's consent; (b) the spouse

consents to the alternative form of payment designated by the Participant or to any change in that designated form of payment; and (c) unless the spouse is the Participant's sole primary Beneficiary, the spouse consents to the Participant's Beneficiary designation or to any change in the Participant's Beneficiary designation.

(a) **Effect of spousal consent/blanket waiver.** The spouse's consent to a waiver of the QJSA is irrevocable, unless the Participant revokes the waiver election. The spouse may execute a blanket consent to the Participant's future payment form election or Beneficiary designation, if the spouse acknowledges the right to limit his/her consent to a specific designation but, in writing, waives that right.

(b) **Spousal consent not required.** The Plan will accept as valid a waiver election which does not satisfy the spousal consent requirements if it is established to the satisfaction of the Plan Administrator that: (i) the Participant does not have a spouse, (ii) the spouse cannot be located, (iii) the Participant is legally separated or has been abandoned (within the meaning of applicable state law) and the Participant has a court order to that effect, or (iv) other circumstances exist under which ERISA excuses the spousal consent requirement (even though the Plan is not subject to ERISA). If the Participant's spouse is legally incompetent to give consent, the spouse's legal guardian (even if the guardian is the Participant) may give consent.

(8) **Qualified Optional Survivor Annuity (QOSA).** A Participant who elects to waive the QJSA form of benefit is entitled to elect the QOSA at any time during the applicable QJSA election period. The QJSA notice will explain the terms and conditions of the QOSA. The QJSA provisions of Section 6.04(A) apply to a QOSA the Participant elects pursuant to this Section 6.04(A)(8).

(a) **Definition of QOSA.** A QOSA is an Annuity Contract: (i) for the life of the Participant with a Survivor Annuity for the life of the spouse which is equal to the Applicable Percentage of the amount of the annuity which is payable during the joint lives of the Participant and the spouse; and (ii) which is the actuarial equivalent of a single annuity for the life of the Participant. A QOSA also includes any annuity in a form having the effect of an annuity described in the preceding sentence.

(b) **Definition of Applicable Percentage.** For purposes of this Section 6.04(A)(8), the Applicable Percentage is based on the Survivor Annuity percentage under the Plan's QJSA. If the Survivor Annuity percentage is less than 75%, then the Applicable Percentage is 75%. If the Survivor Annuity percentage is greater than or equal to 75%, the Applicable Percentage is 50%.

(c) **No spousal consent requirement for QOSA.** A Participant may elect a QOSA without spousal consent.

(B) **Qualified Preretirement Survivor Annuity (QPSA).** If a married Participant dies prior to his/her Annuity Starting Date, the Plan Administrator will direct the Vendor to distribute a portion of the Participant's Vested Account Balance to the Participant's surviving spouse in the form of a QPSA, unless the Participant has a valid waiver election in effect or unless the Participant and his/her spouse were not married throughout the one year period ending on the date of the Participant's death.

(1) **Definition of QPSA.** A QPSA is an annuity which is purchasable with 50% of the Participant's Vested Account Balance (determined as of the date of the Participant's death) and which is payable for the life of the Participant's surviving spouse.

(2) **Modification of QPSA.** An individual Investment Arrangement or the Employer in its Adoption Agreement may elect not to apply the one-year marriage rule requirement as described in Section 6.04(H) or may specify a different percentage (more than 50% but not exceeding 100%) for the QPSA.

(3) **Ordering rule.** The value of the QPSA is attributable to Employer Contributions, to Pre-Tax Deferrals, and to Roth Deferrals in the same proportion as the Participant's Vested Account Balance is attributable to those contributions.

(4) **Disposition of remaining balance.** The portion of the Participant's Vested Account Balance not payable as a QPSA is payable to the Participant's Beneficiary, in accordance with the remaining provisions of this Article 6.

(5) **Surviving spouse elections.** If the Participant's Vested Account Balance which the Vendor would apply to purchase the QPSA exceeds \$5,000, the Participant's surviving spouse may elect to have the Vendor commence payment of the QPSA at any time following the date of the Participant's death, but not later than Section 6.02 requires, and may elect any of the forms of payment described in Section 6.03, in lieu of the QPSA. In the absence of an election by the surviving spouse, the Plan Administrator must direct the Vendor to distribute the QPSA on the earliest administratively practicable date following the close of the Plan Year in which the latest of the following events occurs: (a) the Participant's death; (b) the date the Plan Administrator receives notification of or otherwise confirms the Participant's death; (c) the date the Participant would have attained Normal Retirement Age; or (d) the date the Participant would have attained age 62.

(6) **QPSA notice/timing.** The Plan must provide a written explanation of the QPSA to each married Participant within the following period which ends last: (a) the period beginning on the first day of the Plan Year in which the Participant attains age 32 and ending on the last day of the Plan Year in which the Participant attains age 34; (b) a reasonable period after an Employee becomes a Participant; (c) a reasonable period after Section 6.04 of the Plan becomes applicable to the Participant; or (d) a reasonable period after the Plan no longer satisfies the requirements for a fully subsidized benefit. A "reasonable period" described in clauses (b), (c) and (d) is the period beginning one year before and ending one year after the applicable event. If the Participant separates from Service before attaining age 35, clauses (a), (b), (c) and (d) do not apply and the Plan must provide the QPSA notice within the period beginning one year before and ending one year after the Separation from Service. The QPSA notice must describe, in a manner consistent with IRS Guidance, the terms and conditions of the QPSA and of the waiver of the QPSA, comparable to the QJSA notice required under Section 6.04(A)(5).

(7) **Waiver frequency and timing.** The Plan does not limit the number of times the Participant may revoke a waiver of the QPSA or make a new waiver during the election period. The election period for waiver of the QPSA ends on the date of the Participant's death. A Participant's QPSA waiver election is not valid unless the Participant makes the waiver election after the Participant has received the QPSA notice and no earlier than the first day of the Plan Year in which he/she attains age 35. However, if the Participant incurs a Separation from Service prior to the first day of the Plan Year in which he/she attains age 35, the Plan Administrator will accept a waiver election as to the Participant's Account Balance attributable to his/her Service prior to his/her Separation from Service. In addition, if a Participant who has not incurred a Separation from Service makes a valid waiver election, except for the age 35 Plan Year timing requirement above, the Plan Administrator will accept that election as valid, but only until the first day of the Plan Year in which the Participant attains age 35.

(8) **Spousal consent to waiver.** A Participant's QPSA waiver is not valid unless the Participant's spouse (to whom the QPSA is payable) satisfies or is excused from the consent requirements as described in Section 6.04(A)(7)(b), except the spouse need not consent to the form of benefit payable to the designated Beneficiary. The spouse's consent to the waiver of the QPSA is irrevocable, unless the Participant revokes the waiver election. The spouse also may execute a blanket consent as described in Section 6.04(A)(7)(a).

(C) **Effect of Waiver.** If the Participant has in effect a valid waiver election regarding the QJSA or the QPSA, the Vendor will distribute the Participant's Vested Account Balance in accordance with Sections 6.01, 6.02 and 6.03.

(D) **Loan Offset.** The Plan will reduce the Participant's Vested Account Balance by any security interest (pursuant to any offset rights authorized by Section 6.06) held by the Plan by reason of a Participant loan, to determine the value of the Participant's Vested Account Balance distributable in the form of a QJSA or QPSA, provided the loan satisfied the spousal consent requirement described in Section 7.06(D).

(E) **Effect of QDRO.** For purposes of applying this Article 6, a former spouse (in lieu of the Participant's current spouse) is the Participant's spouse or surviving spouse to the extent provided under a QDRO described in Section 6.05. The provisions of this Section 6.04 apply separately to the portion of the Participant's Vested Account Balance subject to a QDRO and to the portion of the Participant's Vested Account Balance not subject to the QDRO.

(F) **Vested Account Balance Not Exceeding \$5,000.** The Vendor must distribute in a lump sum, a Participant's Vested Account Balance which the Vendor otherwise under Section 6.04 would apply to provide a QJSA or QPSA benefit, where the Participant's Vested Account Balance does not exceed \$5,000.

(G) **[Reserved]**

(H) **One-Year Marriage Rule.** The Employer in its Adoption Agreement may elect to apply the "one-year marriage rule." If the Employer elects to apply the one-year marriage rule, a Participant is not considered married unless the Participant and his/her spouse were married throughout the one year period ending on the date of the Participant's death.

6.05 DISTRIBUTIONS UNDER A QDRO. Notwithstanding any other provision of this Plan, the Vendor, in accordance with the direction of the Plan Administrator, must comply with the provisions of a QDRO, as defined in Code §414(p)(1)(A), which is issued with respect to the Plan.

(A) **Distribution at any Time.** This Plan specifically permits distribution to an alternate payee under a QDRO at any time, irrespective of whether the Participant has attained his/her earliest retirement age (as defined under Code §414(p)(4)(B)) under the Plan. However, a distribution to an alternate payee prior to the Participant's attainment of earliest retirement age is available only if: (1) the QDRO specifies distribution at that time or permits an agreement between the Plan and the alternate payee to authorize an earlier distribution; and (2) if the present value of the alternate payee's benefits under the Plan exceeds \$5,000, and the QDRO requires the alternate payee's consent to any distribution occurring prior to the Participant's attainment of earliest retirement age, the alternate payee gives such consent.

(B) **Plan Terms Otherwise Apply.** Except as to timing of distribution commencement under Section 6.05(A), nothing in this Section 6.05 gives a Participant or an alternate payee a right to receive a type or form of distribution, to receive any option or to increase benefits in a manner that the Plan does not permit.

(C) **QDRO Procedures.** The Plan Administrator must establish reasonable procedures to determine the qualified status of a domestic relations order (as defined under Code §414(p)(1)(B) and Section 1.58).

(1) **Notices and order status.** Upon receiving a domestic relations order, the Plan Administrator promptly will notify the Participant and any alternate payee named in the order, in writing, of the receipt of the order and the Plan's procedures for determining the qualified status of the order. Within a reasonable period of time after receiving the domestic relations order, the Plan Administrator must determine the qualified status of the order and must notify the Participant and each alternate payee, in writing, of the Plan Administrator's determination. The Plan Administrator must provide notice under this Section 6.05(C)(1) by mailing to the individual's address specified in the domestic relations order, or in a manner consistent with DOL regulations. If the order is not determined to be a QDRO, then no amounts will be paid pursuant to the order to the alternate payee.

(2) **Interim amounts payable.** If any portion of the Participant's Vested Account Balance is payable under the domestic relations order during the period the Plan Administrator is making its determination of the qualified status of the domestic relations order, the Plan Administrator must maintain a separate accounting of the amounts payable. If the Plan Administrator determines the order is a QDRO within 18 months of the date amounts first are payable following receipt of the domestic relations order, the Plan Administrator will direct the Vendor to distribute the payable amounts in accordance with the QDRO. If the Plan Administrator does not make its determination of the qualified status of the order within the 18-month determination period, the Plan Administrator will direct the Vendor to distribute the payable amounts in the manner the Plan would distribute if the order did not exist and will apply the order prospectively if the Plan Administrator later determines the order is a QDRO.

(3) **Segregated Account.** To the extent it is not inconsistent with the provisions of the QDRO, the Plan Administrator under Section 7.04(A)(2)(c) may direct the Vendor to segregate the QDRO amount in a segregated investment account. The Vendor will make any payments or distributions required under this Section 6.05 by separate benefit checks or other separate distribution to the alternate payee(s).

(4) **Safe Harbor Exemption.** See Section 7.01(I) regarding delegation of authority if the Employer intends for the Plan to qualify under the ERISA Safe Harbor Exemption.

(D) **Alternate Procedure for Certain Plans.** If the Employer has elected in Appendix B to its Adoption Agreement to apply this alternate procedure, then the provisions of this Section (D) will apply in lieu of the balance of this Section 6.05. If a judgment, decree, or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Accumulated Benefit shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Plan Administrator will establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Any provision in other Sections of the Plan relating to alternate payees will apply to the distribution under a domestic relations order.

6.06 DEFAULTED LOAN – TIMING OF OFFSET. If a Participant or a Beneficiary defaults on a Plan loan, the Plan will determine the timing of the reduction (offset) of the Participant's Vested Account Balance in accordance with this Section 6.06 and the Plan's loan policy.

(A) **Offset if Distributable Event.** If, under the loan policy a loan default also is a distributable event under the Plan, the Vendor, at the time of the loan default, will offset the Participant's Vested Account Balance by the lesser of the amount in default (including accrued interest) or the Plan's security interest in that Vested Account Balance.

(B) **Restricted Accounts.** To the extent the loan is attributable to the Participant's Restricted Balances, the Vendor will not offset the Participant's Vested Account Balance prior to the earlier of the date the Participant incurs a Severance from Employment or the date the Participant attains age 59 1/2. Consistent with its loan policy, the Plan also may offset a Participant's defaulted loan upon Plan termination, provided the Participant's Account Balance is distributable upon Plan termination.

6.07 HARDSHIP DISTRIBUTIONS. Hardship distributions are permitted under the Plan to the extent permitted by the Adoption Agreement. However, in no event will a hardship distribution be available under an Investment Arrangement which does not provide for hardship distributions. Any hardship distribution will comply with the standards in Section 6.07(A) and comply with the operational rules in Section 6.07(B). Section 6.07(C) contains definitions which apply to hardship distributions.

(A) **Standards.** All hardship distributions must comply with Treas. Reg. §1.401(k)-1(d)(3). Unless otherwise provided in an Investment Arrangement, hardship distributions will conform to the safe harbor need and safe harbor necessity rules. A hardship

distribution from an Investment Arrangement is limited to the aggregate dollar amount of the Participant's Elective Deferrals under the Investment Arrangement (and may not include any income thereon), reduced by the aggregate dollar amount of the distributions previously made to the participant from the Investment Arrangement.

(B) Operational rules.

(1) **Deferral suspension.** To the extent a hardship distribution to a Participant must comply with the safe harbor necessity rules, the Participant will not be able to make Elective Deferrals or Employee Contributions under the Plan during the 6-month period beginning on the date the Participant receives the hardship distribution. The Plan Administrator or the Vendor may adopt a uniform policy that such a suspension will have the effect of revoking the Participant's Salary Reduction Agreement; however, the Participant must have the effective opportunity to enter into a new Salary Reduction Agreement effective after the expiration of the 6-month suspension period.

(2) **Information sharing.** The Employer and the Vendors will exchange information to the extent necessary to implement hardship provisions. If a hardship distribution to a Participant conforms to the safe harbor necessity rules, the Vendor will notify the Employer of the distribution so the Employer can implement the restriction in Section 6.07(B)(1). If the hardship distribution does not comply with the safe harbor necessity rules (because it complies with Treas. Reg. §1.401(k)-1(d)(3)(iii)(B)), the party responsible for approving the distribution must obtain information from the Employer and other Vendors to determine the amount of any plan loans and rollover accounts that are available to the Participant under the Plan to satisfy the financial need. See also Section 9.07 regarding information sharing.

(3) **Beneficiary hardship distribution.** A hardship distribution on account of a hardship need of the Participant's Beneficiary is available as permitted in the hardship distribution election form.

(C) Definitions.

(1) **Safe harbor need.** A distribution conforms to the safe harbor need rules if it is for a purpose described in Treas. Reg. §1.401(k)-1(d)(3)(iii)(B), as modified by Q&A 5 of Notice 2007-7 (relating to beneficiary hardship distributions) or other IRS guidance.

(2) **Safe harbor necessity.** A distribution conforms to the safe harbor necessity rules if the amount of the distribution does not exceed the amount of the Participant's immediate and heavy financial need and the distribution otherwise complies with Treas. Reg. §1.401(k)-1(d)(3)(iv)(E).

(D) Ordering. If the Plan permits a hardship distribution from more than one Account type, the Plan (or the Participant in a form that the Plan provides for this purpose), subject to the Investment Arrangement Documentation, may determine any ordering of a Participant's hardship distribution from the hardship distribution eligible Accounts, including ordering as between the Participant's Pre-Tax Deferral Account and Roth Deferral Account, if any, provided that any ordering is consistent with any restriction on hardship distributions under this Section 6.07.

6.08 DIRECT ROLLOVER OF ELIGIBLE ROLLOVER DISTRIBUTIONS.

(A) Election. A Participant (including for this purpose, a former Employee) may elect, at the time and in the manner prescribed by the Vendor, to have any portion of his/her Eligible Rollover Distribution from the Plan paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover. For purposes of this Section 6.08, a Participant includes as to their respective interests: (1) a Participant's surviving spouse, (2) the Participant's spouse or former spouse who is an alternate payee under a QDRO, or (3) any other Beneficiary of a deceased Participant who is a Designated Beneficiary under Treas. Reg. §1.401(a)(9)-4.

(B) Rollover and Withholding Notice. At least 30 days and not more than 180 days prior to the distribution of an Eligible Rollover Distribution, the Plan must provide a written notice (including a summary notice as permitted under applicable IRS Guidance) explaining to the distributee the rollover option, the applicability of mandatory 20% federal withholding to any amount not directly rolled over, and the recipient's right to roll over within 60 days after the date of receipt of the distribution ("rollover notice"). A recipient of an Eligible Rollover Distribution (whether he/she elects a Direct Rollover or elects to receive the distribution), also may elect to receive distribution at any administratively practicable time which is earlier than 30 days (but more than 7 days if Section 6.04 applies) following receipt of the rollover notice. The provisions of this Sections 6.08(B) do not apply to distributions to a Beneficiary described in Section 6.08(A)(3).

(C) Default Rollover. The Vendor, in the case of a Participant who does not respond timely to the rollover notice, may make a Direct Rollover of the Participant's Account in lieu of distributing the Participant's Account.

(D) **Automatic Rollover.** In the event of a Mandatory Distribution described in Section 6.01(F) greater than \$1,000 to a Participant (or such lesser amount as the Vendor may determine or the Employer elects in its Adoption Agreement), if the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan the Participant specifies in a Direct Rollover or to receive the distribution directly, then the Vendor will pay the distribution in a Direct Rollover to an Individual Retirement Plan. In applying this Section 6.08(D), the Vendor will aggregate a Participant's Roth Deferral and Pre-Tax Deferral Accounts if each Account Balance exceeds \$200. If either the Roth Deferral Account or the Pre-Tax Deferral Account is less than \$200, the Vendor will apply this Section 6.08(D) only to the other Account and will not aggregate the Account Balance under \$200 with the other Account Balance.

(1) **Determination of Mandatory Distribution amount. – Rollovers count.** The Vendor, in determining whether a Mandatory Distribution is greater than \$1,000 for purposes of this Section 6.08(D), will include the portion of the Participant's distribution attributable to any Rollover Contribution, regardless of the Employer's Adoption Agreement election to include or exclude Rollover Contributions in defining a Mandatory Distribution.

(2) **Beneficiaries, alternate payees and termination.** The automatic rollover provisions of this Section 6.08(D) do not apply to payees described in Section 6.08(A)(1), (2), or (3) or to distributions to a Participant upon Plan termination.

(E) **Limitation on Roth Rollovers.** If a Participant wishes to roll over his/her Roth Deferral Account by a 60-day indirect rollover, the Participant may roll over only the taxable portion of the distribution to a Roth account in another plan. However, a Participant may use the 60-day rule to roll over the entire Roth Deferral Account to a Roth IRA.

(F) **Definitions.** The following definitions apply to this Section 6.08:

(1) **Direct Rollover.** A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan the distributee specifies in his/her Direct Rollover election or in the case of an automatic rollover, to the individual retirement plan that the Plan designates.

(2) **Eligible Retirement Plan.** An Eligible Retirement Plan is an individual retirement plan, an annuity plan described in Code §403(a), a qualified trust described in Code §401(a), an arrangement described in Code §403(b), or an eligible deferred compensation plan described in Code §457(b) sponsored by a governmental employer which accepts the Participant's or alternate payee's Eligible Rollover Distribution. However, with regard to a Participant's Roth Deferral Account, an Eligible Retirement Plan is a Roth IRA described in Code §408A, a Roth account in another plan which permits Roth deferrals. In the case of a Beneficiary described in Section 6.08(A)(3), an Eligible Retirement Plan is limited to an individual retirement plan that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of Code §408(d)(3)(C)).

(3) **Eligible Rollover Distribution.** An Eligible Rollover Distribution is any distribution of all or any portion of the Participant's Vested Account Balance, except: (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated beneficiary, or for a specified period of ten years or more; (b) any RMD under Section 6.02; (c) the portion of any distribution which is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); (d) any hardship distribution; (e) any distribution which otherwise would be an Eligible Rollover Distribution, but where the total distributions to the Participant during that calendar year are reasonably expected to be less than \$200; (f) any corrective distribution of excess amounts under Code §§402(g), 401(k), 401(m), and/or 415(c) and income allocable thereto; (g) any loans that are treated as deemed distributions under Code §72(p) (h) dividends paid on employer securities described in Code §408(k); (i) the costs of life insurance coverage (P.S. 58 costs); (j) prohibited allocations treated as deemed distributions under Code §409(p); and (k) permissible withdrawals from a EACA described in Code §414(w). For purposes of clause (e), a Participant's Roth Deferral Account is deemed to constitute a separate plan that is subject to a separate \$200 limit. A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to (i) an individual retirement account or annuity described in Code §§408(a) or 408(b) or (ii) a qualified plan described in Code §§401(a) or 403(a), or (iii) a tax-sheltered annuity described in Code §403(b) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(4) **Individual Retirement Plan.** An Individual Retirement Plan is an individual retirement plan described in Code §408(a) or an individual retirement annuity described in Code §408(b).

6.09 REPLACEMENT OF \$5,000 AMOUNT. An individual Investment Arrangement or the Employer in Appendix B to its Adoption Agreement may specify that as to any or all places in the Plan, including in Section 3.08, Article 6, or Section 9.05(C) where a \$5,000 amount appears, a lesser amount will apply. However, the Adoption Agreement provides a specific election with regard to the limit on Mandatory Distributions under Section 6.01(F) and that limit will apply to those distributions.

6.10 SEVERANCE FROM EMPLOYMENT. For purposes of Article 6, Severance from Employment or Separation from Service occurs on any date on which an Employee ceases to be an Employee of an Eligible Employer, even though the Employee may continue to be employed either (A) by another entity that is a Related Employer if that other entity is not an entity that can be an Eligible Employer or (B) in a capacity that is not employment with an Eligible Employer. However, an Employee has not suffered a Severance from Employment if the Employee transfers from one Code §501(c)(3) organization to another §501(c)(3) organization that is a Related Employer or if an Employee transfers from one Public School to another Public School of the same State employer. An Employee does not have a Severance from Employment if, in connection with a change of employment, the Employee's new employer maintains the Plan with respect to the Employee. For example, a new employer maintains a plan with respect to an Employee by continuing or assuming sponsorship of the plan or by accepting a transfer of Plan assets and liabilities with respect to the Employee.

6.11 DEEMED SEVERANCE DISTRIBUTIONS. The Employer in its Adoption Agreement will elect whether to permit a deemed severance distribution. If the Employer elects to permit a deemed severance distribution, then notwithstanding Section 1.27(A), if a Participant performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than 30 days, the Participant will be deemed to have a Severance from Employment solely for purposes of distribution of amounts from Contribution Types the Employer has selected in the Adoption Agreement. If a Participant elects to receive a distribution on account of this deemed severance, and the distribution includes any of the Participant's Elective Deferrals, then the individual may not make Elective Deferrals or Employee Contributions to the Plan during the 6-month period beginning on the date of the distribution. If a Participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision (such as a QRD), then the other Plan provision will control and the 6-month suspension will not apply.

ARTICLE 7. ADMINISTRATIVE PROVISIONS**7.01 EMPLOYER ADMINISTRATIVE PROVISIONS.**

(A) **Information to Plan Administrator.** The Employer must supply current information to the Plan Administrator, including the name, date of birth, date of employment, Compensation, leaves of absence, Years of Service and date of Separation from Service of each Employee who is, or who will be eligible to become, a Participant under the Plan, together with any other information which the Plan Administrator considers necessary to properly administer the Plan. The Plan Administrator will supply to the Vendors the information necessary for the administration of their Investment Arrangements and for overall Plan coordination. The Employer's records as to the current information the Employer furnishes to the Plan Administrator are conclusive as to all persons. Each Participant shall provide at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the administration of the Plan, including any information required under the terms governing an Investment Arrangement holding any part of the Participant's Account Balance

(B) **Plan Contributions.** The Employer is solely responsible to determine the proper amount of any Employer Contributions it makes to the Plan and for the timely deposit to the Investment Arrangement of the Employer Contributions, Employee Contributions, and Elective Deferrals.

(C) **Employer Action.** The Employer must take any action under the Plan in accordance with applicable Plan provisions and with proper authority such that the action is valid and binding upon the Employer.

(D) **No Responsibility for Others.** The Employer has no responsibility or obligation under the Plan to Employees, Participants or Beneficiaries for any act (unless the Employer also serves in such capacities) required of the Plan Administrator, a Vendor, or any other service provider to the Plan.

(E) **Indemnity of Certain Fiduciaries.** The Employer will indemnify, defend and hold harmless the Plan Administrator from and against any and all loss resulting from liability to which the Plan Administrator may be subjected by reason of any act or omission (except willful misconduct or gross negligence) in its official capacities in the administration of this Plan, including attorneys' fees and all other expenses reasonably incurred in the Plan Administrator's defense, in case the Employer fails to provide such defense. The Plan Administrator and the Employer may execute a written agreement further delineating the indemnification agreement of this Section 7.01(E). The indemnification provisions of this Section 7.01(E) do not extend to any Vendor (including where the Vendor under Section 1.72 is serving as the Plan Administrator), third party administrator, or other Plan service provider unless so provided in a written agreement (including Investment Arrangement Documentation) executed by such persons and the Employer.

(F) [Reserved]

(G) [Reserved]

(H) **ERISA Safe Harbor Exemption.** If the Employer intends for the Plan to qualify under the ERISA Safe Harbor Exemption, the Employer will not make any discretionary determinations (e.g., loans, hardship withdrawals, domestic relations orders and distributions) under the Plan that are inconsistent with the ERISA Safe Harbor Exemption. See Appendix D regarding the allocation of responsibilities. If any Plan provision directs the Employer or Employer acting as Plan Administrator to make a discretionary determination inconsistent with the ERISA Safe Harbor Exemption, the discretionary determination will be made by the Vendor or the third party. This Paragraph supersedes any contrary provisions in the Plan or Investment Arrangement Documentation.

7.02 PLAN ADMINISTRATOR.

(A) **Expenses.** The Employer or the Plan will pay all reasonable expenses of the Plan Administrator, in accordance with Section 7.04(C)(2).

(B) **Resignation and Removal.** If one or more persons other than the Employer are serving as Plan Administrator, such person(s) will serve until they resign by written notice to the Employer or until the Employer removes them by written notice. In case of a vacancy in the position of Plan Administrator, the Employer will exercise any and all of the powers, authority, duties and discretion conferred upon the Plan Administrator pending the filling of the vacancy, subject to the limitations of Section 7.01(H).

(C) **General Powers and Duties.** Subject to the limitations of Section 7.01(H), and to the extent not formally or informally delegated to another party pursuant to Section 7.02(F), the Plan Administrator has the following general powers and duties which are in addition to those the Plan otherwise accords to the Plan Administrator:

(1) **Eligibility/benefit determination.** To determine the rights of eligibility of an Employee to participate in the Plan, all factual questions that arise in the course of administering the Plan, the value of a Participant's Account Balance (based

on the value of the Investment Arrangement assets, as determined by the Vendor) and the Vested percentage of each Participant's Account Balance.

(2) **Rules/policies.** To adopt rules of procedure and regulations or policies the Plan Administrator considers reasonable or necessary for the proper and efficient administration of the Plan, provided the rules are not inconsistent with the terms of the Plan, or the Code. The Plan Administrator may, but is not required to reduce such rules, regulations or policies to writing. The Plan Administrator at any time may amend or terminate prospectively any Plan policy without the requirement of a formal amendment. The Plan Administrator also may create and modify from time to time an administrative checklist which is not part of the Plan, but which is for the purpose of tracking certain plan operational features and to facilitate proper administration of the Plan.

(3) **Construction/enforcement.** To construe and enforce the terms of the Plan and the rules and regulations and policies the Plan Administrator adopts, including discretion to interpret the basic plan document, the Adoption Agreement and any document related to the Plan's operation.

(4) **Distribution/valuation.** To direct the Vendor regarding the crediting and distribution of an Investment Arrangement and to establish additional Valuation Dates and direct the Vendor to conduct interim valuations as of such Valuation Dates.

(5) **Claims.** To review and render decisions regarding a claim for (or denial of a claim for) a benefit under the Plan.

(6) **Information to Employer.** To furnish the Employer with information which the Employer may require for tax or other purposes.

(7) **Service providers.** To engage the service of agents whom the Plan Administrator may deem advisable to assist it with the performance of its duties.

(8) **Investment Manager.** If the Plan Administrator is the Named Fiduciary, to engage the services of an Investment Manager or Managers, each of whom will have full power and authority to manage, acquire or dispose (or direct the Vendor with respect to acquisition or disposition) of any Plan asset under such Manager's control.

(9) **Funding.** To review, not less often than annually, all pertinent Employee information and Plan data in order to establish the funding policy of the Plan and to determine the appropriate methods of carrying out the Plan's objectives. The Plan Administrator must communicate periodically, as it deems appropriate, to the Vendor and to any Plan Investment Manager the Plan's short-term and long-term financial needs for the coordination of the Plan's investment policy with Plan financial requirements.

(10) **Records.** To maintain Plan records and records of the Plan Administrator's activities as necessary or appropriate for the proper administration of the Plan.

(11) **Tax returns and other filings.** To file with IRS as may be required, the Plan's informational tax return and to make such other filings as the Plan Administrator deems necessary or appropriate.

(12) **Notices and disclosures.** To give and to make to Participants and to other parties all Plan related notices and disclosures required under the Code.

(13) **Overpayment.** As may be required or appropriate, to seek return from a Participant or Beneficiary of any distributed amount which exceeds the distributable Vested Account Balance (or exceeds the amount which otherwise should have been distributed) and to allocate any recovered overpayment in accordance with the Plan terms.

(14) **Catch-all.** To make any other determinations and undertake any other actions the Plan Administrator in its discretion believes are necessary or appropriate for the administration of the Plan (except to the extent that the Employer provides express contrary direction) and to otherwise administer the Plan in accordance with the Plan terms.

(D) **403(b) Plan Salary Deferrals.** The Plan Administrator may adopt such policies regarding Elective Deferrals as it deems necessary or appropriate to administer the Plan. The Plan Administrator also will prescribe a Salary Reduction Agreement form for use by Participants. However, a Vendor may prescribe forms or policies necessary or appropriate to administering Elective Deferrals to the Vendor's Investment Arrangement.

(E) **Limitations on Plan Administrator Responsibility.**

(1) **Acts of others.** The Plan Administrator has no responsibility or obligation under the Plan to Participants or Beneficiaries for any act (unless the Plan Administrator also serves in such capacities) required of the Employer, the Vendor, or any other service provider to the Plan.

(2) **Plan contributions.** The Plan Administrator is not responsible to collect any required Plan contribution or to determine the correctness of any Employer contribution.

(3) **Reliance on information.** The Plan Administrator and the Vendors in administering the Plan are entitled to, but are not required to rely upon, information which a Participant, Beneficiary, Vendor, the Employer, a Plan service provider or representatives thereof provide.

(F) **Allocation of Responsibilities.** Persons to whom administrative functions have been allocated and the specific functions allocated to such persons shall be identified in Appendix D to the Adoption Agreement. Service agreements and other records or information pertaining to the administration of the Plan may be included or incorporated by reference in the Appendix. The Appendix will also include a list of all the Vendors of Investment Arrangements approved for use under the Plan, including sufficient information to identify the approved Investment Arrangements. The Appendix may be modified from time to time. A modification of Appendix D to the Adoption Agreement is not an amendment of the Plan. Persons identified in Appendix D to the Adoption Agreement to whom administrative functions have been delegated shall have all power and authority of the Plan Administrator to the extent necessary or appropriate to perform those functions.

7.03 DIRECTION OF INVESTMENT.

(A) **Employer direction of Investment.** The Employer has the right to select the Investment Arrangements made available under the Plan unless an Investment Manager is doing so.

(B) **Participant Direction of Investment.** The Participant generally has the responsibility to invest his/her Plan Account unless the Plan Administrator or the Participant appoint an Investment Manager to invest the Plan Accounts. The Plan Administrator may impose reasonable administrative conditions on the Participants' ability to direct their Account investments. For purposes of this Section 7.03(B), a Participant includes a Beneficiary where the Beneficiary has succeeded to the Participant's Account and where the Plan Administrator's policy affords the Beneficiary the same (or different) self-direction rights as a Participant.

(1) **Vendor authorization and procedures.** The Vendor only will accept direction from each Participant (or from the Participant's properly appointed independent investment adviser or financial planner) in the form or in the manner that the Plan provides or otherwise approves for this purpose. The Plan may establish procedures relating to Participant direction of investment under this Section 7.03(B) as are not inconsistent with the Plan Administrator's policy regarding Participant direction, including procedures or conditions for electronic transfers or for changes in investments by Participants or by their appointed independent advisers or planners.

(2) **Participant loans.** As part of the loan policy the Plan establishes under Section 7.06, the Plan under Section 7.06(E) may treat a Plan loan made to a Participant as a Participant direction of investment.

(3) **Investment services programs.** The Plan may permit Participants to appoint an Investment Manager or Managers, which may be a Vendor or an affiliate thereof, to render investment allocation services, investment advice or management services (collectively, an "investment services program") to the appointing Participants.

(C) **Direction Consistent with Plan.** To constitute a proper direction, any direction of investment given to a Vendor under the Plan must be in accordance with the Plan terms.

7.04 ACCOUNT ADMINISTRATION, VALUATION AND EXPENSES.

(A) **Maintenance of Accounts.** The Plan Administrator will maintain, or direct the Vendors to maintain, a separate Account, or multiple Accounts, in the name of each Participant to reflect the Participant's Account Balance under the Plan. The Plan Administrator will make its allocations of Earnings or request the Vendors to make its allocations, to the Accounts of the Participants as necessary to maintain proper Plan records: (a) in accordance with the contribution source under Section 7.04(A)(1); (b) in accordance with Section 3.06 allocation conditions; (c) consistent with the Plan Administrator's establishment of investment account types under Section 7.04(A)(2); and (d) consistent with the Employer's Adoption Agreement elections as to method of allocation of Earnings under Section 7.04(B)(4).

(1) **By contribution source.** The Plan, as necessary for the proper administration of the Plan, will establish Plan Accounts for each Participant to reflect his/her Accounts attributable to the following contribution sources and the Earnings attributable thereto: Pre-Tax Deferrals, Roth Deferrals, in-plan Roth rollovers, Employee Contributions, Mandatory Employee Contributions, Matching Contributions, Nonelective Contributions, QNECs and Rollover Contributions (including Roth and pre-tax amounts).

(2) **By investment account type.** The Plan, as necessary for the proper administration of the Plan, will establish separate Accounts for each Participant to reflect his/her investment account types as described below:

(a) **Group Account.** A group Account is an Account which for investment purposes is not a segregated Account or an individual Account. A group Account includes a group Investment Arrangement. If any or all Plan investment Accounts are grouped, each Participant's Account has an undivided interest in the assets comprising the group Account. In a group Account, the value of each Participant's Account Balance consists of that proportion of the net worth (at fair market value) of the Investment Arrangement which the net credit balance in his/her Account (exclusive of the cash value of incidental benefit insurance contracts) bears to the total net credit balance in the Accounts (exclusive of the cash value of the incidental benefit insurance contracts) of all Participants plus the cash surrender value of any incidental benefit insurance contracts held by the Vendor on the Participant's life. As of each Valuation Date, the Plan Administrator must reduce a Participant's Accounts for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account. In a group Account, the Vendor titles the Investment Arrangement in the name of the Plan.

(b) **Individual Accounts.** An individual Account is an Account that is established and maintained for a Participant to invest in one or more Investment Arrangements in which other Participants do not have any interest. A Participant may have one or more individual Accounts in addition to group or segregated Accounts. An individual Account is credited and charged with the Earnings under Section 7.04(B)(4). As of each Valuation Date, the Plan Administrator must reduce an individual Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account. In an individual Account, the Vendor titles the Investment Arrangement in the name of the Participant or the Plan. The Plan Administrator may prohibit investment of funds in individual Accounts to the extent that those funds are not 100% Vested.

(c) **Segregated Accounts.** A segregated Account is an Account the Plan Administrator establishes and maintains or directs the Vendor to establish and maintain for a Participant: (i) to facilitate installment payments under Section 6.03; (ii) to hold a QDRO amount under Section 6.05; (iii) to prevent a distortion of Plan Earnings allocations; or (iv) for such other purposes as the Plan Administrator may direct. A segregated Account receives all income it earns and bears all expense or loss it incurs. The Vendor will invest the assets of a segregated Account consistent with the purpose for which the Vendor established the Account. As of each Valuation Date, the Plan Administrator must reduce a segregated Account for any forfeiture arising under Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account.

(3) **Value of Account/distributions.** The value of a Participant's Account is equal to the sum of all contributions, Earnings and other additions credited to the Account, less all distributions (including distributions to Beneficiaries and to alternate payees and also including disbursement of Plan loan proceeds), expenses and other charges against the Account as of a Valuation Date or other relevant date. For purposes of a distribution under the Plan, the value of a Participant's Account Balance is its value as of the Valuation Date immediately preceding the date of the distribution.

(B) **Allocation of Earnings.** This Section 7.04(B) applies solely to the allocation of Earnings of the Investment Arrangement. Any references in this Section 7.04(B) to the Plan Administrator include a Vendor. The Plan Administrator will allocate Employer Contributions and Participant forfeitures, if any, in accordance with Article 3.

(1) **Allocate as of Valuation Date.** As of each Valuation Date, the Plan Administrator must adjust Accounts to reflect Earnings since the last Valuation Date.

(2) **Definition of Valuation Date.** The Valuation Date or Dates applicable to a given Investment Arrangement will be as specified in the Investment Arrangement Documentation.

(3) **Definition of Valuation Period.** The Valuation Period is the period beginning on the day after the last Valuation Date and ending on the current Valuation Date.

(4) **Allocation methods.** The Vendor will allocate Earnings to the Participant Accounts in accordance with the Investment Arrangement Documentation.

(C) **Plan Expenses.** The Plan Administrator must determine whether a particular Plan expense is a settlor expense which the Employer must pay.

(1) **Employer election as to non-settlor expenses.** The Employer will direct the Plan Administrator as to whether the Employer will pay any or all non-settlor reasonable Plan expenses or whether the Plan must bear the expense.

(2) **Allocation of Plan expense.** As to any and all non-settlor reasonable Plan expenses, including Vendor fees, which the Employer determines that the Plan will pay, the Plan Administrator has discretion: (i) to determine the method of allocating reasonable Plan expenses that are charged to the Plan as a whole; (ii) to determine which reasonable Plan

expenses the Plan will charge to an individual Participant's Account; and (iii) to adopt an expense policy regarding the foregoing. The Plan Administrator must exercise its discretion under this Section 7.04(C)(2) in a reasonable, uniform manner. Subject to the terms of the Investment Arrangement Documentation, the Plan Administrator will direct the Vendor to pay from the Investment Arrangement or to charge to the overall Plan or to particular Accounts the expenses under this Section 7.04(C)(2) in accordance with the Plan Administrator's election of expense charging method or policy.

(a) **Charge to overall Plan.** If the Plan Administrator charges a Plan expense to the Accounts of all Participants, the Plan Administrator may allocate the Plan expense either pro rata in relation to the total balance in each Account on the date the expense is allocated (or as of the most recent Valuation Date) or per capita (an equal amount) to each Participant's Account.

(b) **Charge to individual Participant Accounts.** The Plan Administrator and the Investment Arrangement Documentation, may charge a Participant's Account for any reasonable Plan expenses directly related to that Account, including, but not limited to the following categories of fees or expenses: distribution, loan, QDRO, "lost Participant" search, account maintenance, brokerage accounts, expedited check delivery, investment management (including registered investment advisors' fees) and benefit calculations. The Plan Administrator may charge a Participant's Account for the reasonable expenses incurred in connection with the maintenance of or a distribution from that Account even if the charging of such expenses would result in the elimination of the Participant's Account or in the Participant's not receiving an actual distribution. However, if the actual Account expenses exceed the Participant's Account Balance, the Plan Administrator will not charge the Participant outside of the Plan for such excess expenses.

(c) **Participant's direct payment of investment expenses.** The Plan Administrator may permit Participants to pay directly to the service provider, outside the Plan, Plan expenses such as investment management fees, provided such expenses: (i) would be properly payable either by the Employer or the Plan and are not "settlor" expenses payable exclusively by the Employer; (ii) are not paid in fact by the Employer or by the Plan; and (iii) are not intrinsic to the value of the Plan assets as described in Rev. Rul. 86-142 or in any successor ruling. This Section 7.04(C)(2)(c) does not permit a Participant to reimburse the Plan for expenses the Plan previously has paid. To the extent a Participant does not pay an expense the Participant may pay according to this Section 7.04(C)(2)(c), the Plan Administrator will charge the expense under Sections 7.04(C)(2)(a) or 7.04(C)(2)(b) in accordance with the Plan Administrator's expense policy.

(d) **Charges to former Employee-Participants.** The Plan Administrator may charge reasonable Plan expenses to the Accounts of former Employee-Participants, even if the Plan Administrator does not charge Plan expenses to the Accounts of current Employee-Participants. The Plan Administrator may charge the Accounts of former Employee-Participants by applying one of the Section 7.04(C)(2)(a) or (b) methods.

(D) **Fee Recapture Account.** The Plan Administrator in its discretion may use a Fee Recapture Account to pay non-settlor Plan Expenses and may allocate funds in the Fee Recapture Account (or excess funds therein after payment of Plan Expenses) as Earnings. The Plan Administrator will exercise its discretion in a reasonable manner. The Employer, in Appendix B to its Adoption Agreement, may specify a particular method the Plan Administrator will use to allocate excess funds in the Fee Recapture Account. A Fee Recapture Account is an account designated to receive amounts which a Plan service provider receives in the form of 12b-1 fees, sub-transfer agency fees, shareholder servicing fees or similar amounts (also known as "revenue sharing"), which the service provider receives from a source other than the Plan and which the service provider may remit to the Plan.

(E) **Late Trading and Market Timing Settlement.** In the event the Plan becomes entitled to a settlement from a mutual fund or other investment relating to late trading, market timing or other activities, the Plan Administrator will allocate the settlement proceeds to Participants and Beneficiaries in a reasonable manner as the Plan Administrator may determine.

7.05 PARTICIPANT ADMINISTRATIVE PROVISIONS.

(A) **Beneficiary Designation.** A Participant from time to time may designate, in writing, any person(s) (including a trust or other entity), contingently or successively, to whom the Vendor will pay all or any portion of the Participant's Vested Account Balance (including any life insurance proceeds payable to the Participant's Account) in the event of death. A Participant also may, to the extent the Vendor permits, designate the form and method of distribution of his/her Account to the Beneficiary. The Plan will prescribe the form for the Participant's written designation of Beneficiary and, upon the Participant's filing the form with the Plan the form effectively revokes all designations filed with the Plan prior to that date by the same Participant. This Section 7.05(A) also applies to the interest of a deceased Beneficiary or a deceased alternate payee where the Beneficiary or alternate payee has designated a Beneficiary. Delivery of a Beneficiary Designation to a Vendor affects only distributions from the Investment Arrangement(s) that Vendor provides. In the event of a conflict between a beneficiary designation provided to the Plan Administrator and a beneficiary designation provided to a Vendor, the Vendor's designation will control the distribution of the Vendor's Investment Arrangements.

(1) **Automatic revocation of spousal designation.** A divorce decree revokes the Participant's prior designation, if any, of his/her spouse or former spouse as his/her Beneficiary under the Plan unless: (a) the decree or a QDRO provides otherwise; (b) the Employer provides otherwise in Appendix B to its Adoption Agreement; or (c) prohibited under state law. This Section 7.05(A)(1) applies solely to a Participant whose divorce becomes effective on or after the date the Employer executes this Plan unless the Plan is a Restated Plan and the prior Plan contained a provision to the same effect.

(2) **Coordination with QJSA/QPSA requirements.** If Section 6.04 applies to the Participant, this Section 7.05 does not impose any special spousal consent requirements on the Participant's Beneficiary designation unless the Participant waives the QJSA or QPSA benefit. If the Participant waives the QJSA or QPSA benefit without spousal consent to the Participant's Beneficiary designation: (a) any waiver of the QJSA or of the QPSA is not valid; and (b) if the Participant dies prior to his/her Annuity Starting Date, the Participant's Beneficiary designation will apply only to the portion of the death benefit which is not payable as a QPSA. Regarding clause (b), if the Participant's surviving spouse is a primary Beneficiary under the Participant's Beneficiary designation, the Vendor will satisfy the spouse's interest in the Participant's death benefit first from the portion which is payable as a QPSA.

(3) **Limitation on beneficiary designation of married Participants.** This Section 7.05(A)(3) applies only if the Employer has elected in Appendix B to its Adoption Agreement to apply this provision and has not elected to apply the Joint and Survivor rules of Section 6.04. The Beneficiary designation of a married Participant, is not valid unless the Participant's spouse consents (in a manner described in Section 6.04(A)(7)) to the Beneficiary designation. The spousal consent requirement in this Section 7.05(A)(3) does not apply if the Participant's spouse is the Participant's sole primary Beneficiary. Operationally, the Employer may waive this limitation for Participants who have been married less than one year at the time of the Participant's death.

(4) **Limitation on frequency of Beneficiary changes.** A Participant may change his/her Beneficiary in accordance with this Section 7.05(A) as often as the Participant wishes, unless the Employer in Appendix B to its Adoption Agreement elects to impose a minimum time interval between changes, but with an exception for certain major life events, such as death of a Beneficiary, divorce and other such events as the Plan Administrator reasonably may determine.

(5) **Definition of spouse.** The Employer in Appendix B to its Adoption Agreement may define the term "spouse." That definition shall apply for all Plan purposes other than Section 6.02 related to required minimum distributions.

(B) **Default Beneficiary.** If: (i) a Participant fails to name a Beneficiary in accordance with Section 7.05(A); or (ii) the Beneficiary (and all contingent or successive Beneficiaries) whom the Participant designates predecease the Participant, are invalid for any reason, or disclaim the Participant's Vested Account Balance and the disclaimers have been accepted as valid, then the Vendor (subject to any contrary provision in Appendix B to the Adoption Agreement or any contrary provision in Investment Arrangement Documentation) will distribute the Participant's Vested Account Balance in accordance with Section 6.03 in the following order of priority to:

(1) **Spouse.** The Participant's surviving spouse (without regard to the one-year marriage rule of Sections 6.04(H)); and if no surviving spouse to

(2) **Descendants.** The Participant's descendants (including adopted children), in equal shares by right of representation (one share for each surviving child and one share for each child who predeceases the Participant with living descendants); and if none to

(3) **Parents.** The Participant's surviving parents, in equal shares; and if none to

(4) **Estate.** The Participant's estate.

(C) **Administration of Default Provision.** The Employer in Appendix B to its Adoption Agreement may specify a different list or ordering of the list of default beneficiaries. The Employer in Appendix B to its Adoption Agreement may define the term "spouse" under Section 7.05(B)(1). In the absence of such a definition, the Plan Administrator will interpret and apply the term "spouse" in a manner which is consistent with the Code provisions relating to retirement plans.

(D) **Death of Beneficiary.** If the Beneficiary survives the Participant, but dies prior to distribution of the Participant's entire Vested Account Balance, the Vendor will distribute the remaining Vested Account Balance to the Beneficiary's estate unless: (1) the Participant's Beneficiary designation provides otherwise; (2) the Beneficiary has properly designated a beneficiary; or (3) the Employer provides otherwise in Appendix B to its Adoption Agreement. A Beneficiary only may designate a beneficiary for the Participant's Account Balance remaining at the Beneficiary's death, if the Participant has not previously designated a successive contingent beneficiary and the Beneficiary's designation otherwise complies with the Plan terms.

(E) **Simultaneous Death of Participant and Beneficiary.** If a Participant and his/her Beneficiary should die simultaneously, or under circumstances that render it difficult or impossible to determine who predeceased the other, then unless the Participant's Beneficiary designation otherwise specifies, the Plan will presume conclusively that the Beneficiary predeceased the Participant.

(F) **Incapacitated Participant or Beneficiary.** If, in the opinion of the Plan, a Participant or Beneficiary entitled to a Plan distribution is not able to care for his/her affairs because of a mental condition, a physical condition, or by reason of age, the Vendor will make the distribution to the Participant's or Beneficiary's guardian, conservator, custodian (including under a Uniform Transfers or Gifts to Minors Act) or to his/her attorney-in-fact or to other legal representative upon furnishing satisfactory evidence of such status. The Plan Administrator and the Vendor do not have any liability with respect to payments so made and neither the Plan Administrator nor the Vendor has any duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

(G) **Assignment or Alienation.** Except for Plan Loans (Section 7.06) and as provided in Section 6.05 relating to domestic relations orders, and in ERISA §206(d) relating to certain voluntary, revocable assignments, judgments and settlements (even though the Plan is not subject to ERISA), neither a Participant nor a Beneficiary may anticipate, assign or alienate (either at law or in equity) any benefit provided under the Plan, and the Vendor will not recognize any such anticipation, assignment or alienation. Except as provided by law, a benefit under the Plan is not subject to attachment, garnishment, levy, execution or other legal or equitable process. Without regard to distribution restrictions otherwise provided herein, the Plan Administrator may pay from a Participant's or Beneficiary's Accumulated Benefit the amount that the Plan Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

(H) [Reserved]

(I) **Claims Procedure for Denial of Benefits.** The Plan Administrator may adopt a claims procedure which will apply to claims under the Plan. In the absence of such a procedure, the Investment Arrangement Documentation may provide for a claims procedure which will apply to the Investment Arrangement.

(J) **Inability to Determine Beneficiary.** In the event that the Plan Administrator is unable to determine the identity of a Participant's Beneficiary under circumstances of competing claims or otherwise, the Plan may file an interpleader action seeking an order of the court as to the determination of the Beneficiary. The Plan Administrator, the Vendor and other Plan fiduciaries may act in reliance upon any proper order issued under this Section 7.05(J) in maintaining, distributing or otherwise disposing of a Participant's Account under the Plan terms, to any Beneficiary specified in the court's order.

7.06 PLAN LOANS.

(A) **Loan Policy.** Subject to the terms of the Investment Arrangement Documentation, if the Adoption Agreement permits Participant Loans, the Plan Administrator may establish, amend or terminate, a policy for making Plan loans (including collateralized loans made by an Annuity Provider under the Annuity Contract), if any, to Participants and to Beneficiaries. If the Plan Administrator adopts a loan policy, the loan policy must be in writing. The policy must include: (i) the identity of the person or positions authorized to administer the Participant loan program; (ii) the procedure for applying for a loan; (iii) the criteria for approving or denying a loan; (iv) the limitations, if any, on the types and amounts of loans available; (v) the procedure for determining a reasonable rate of interest; (vi) the types of collateral which may secure the loan; (vii) the events constituting default and the steps the Plan will take to preserve Plan assets in the event of default; and (viii) acceptable methods for repayment of the loan. A loan policy the Plan Administrator adopts under this Section 7.06 is part of the Plan, except that the Plan Administrator may amend or terminate the policy without regard to Section 9.02.

(B) **Requirements for Plan Loans.** The Vendor may make a Plan loan to a Participant or to a Beneficiary in accordance with the loan policy and the Investment Arrangement Documentation, provided: (1) the loan policy satisfies the requirements of this Section 7.06; (2) the loan bears a reasonable rate of interest; (3) the loan provides for a fixed repayment schedule (except that the loan policy may suspend loan payments pursuant to Code §414(u)(4) or other Code provisions); (4) the default provisions of the note permit offset of the Participant's Vested Account Balance only at the time when the Participant has a distributable event under the Plan, but without regard to whether the Participant consents to distribution as otherwise may be required under Section 6.01; (5) the amount of the loan does not exceed (at the time the Plan extends the loan) the present value of the Participant's Vested Account Balance in the Vendor's Investment Arrangement; and (6) the loan has repayment safeguards to which a prudent lender would adhere. The Vendor may impose additional restrictions on loans, provided such terms are consistent with the Code.

(C) **Default as Distributable Event.** The loan policy may provide a Participant's loan default is a distributable event with respect to the defaulted amount, irrespective of whether the Participant otherwise has incurred a distributable event at the time of default, except as to amounts which the Participant used to secure his/her loan and which remain subject to distribution restrictions under Section 6.01(E) which may not be distributed in-service at the time of default.

(D) **QJSA Requirements.** If the QJSA requirements of Section 6.04 apply to the Participant, the Participant may not pledge any portion of his/her Account Balance that is subject to such requirements as security for a loan unless, within the 180 day period ending on the date the pledge becomes effective, the Participant's spouse, if any, consents (in a manner described in Section 6.04 other than the requirement relating to the consent of a subsequent spouse) to the security or, by separate consent, to an increase in the amount of security.

(E) **Treatment of Loan as Participant-Directed.** The Plan Administrator, to the extent provided in a written loan policy and consistent with Section 7.03(B), will treat a Plan loan made to a Participant as a Participant-directed investment, even if the Plan otherwise does not permit a Participant to direct his/her Account investments. Where a loan is treated as a directed investment, the borrowing Participant's Account alone shares in any interest paid on the loan, and the Account alone bears any expense or loss it incurs in connection with the loan. The Vendor may retain any principal or interest paid on the borrowing Participant's loan in a segregated Account (as described in Section 7.04(A)(2)(c)) on behalf of the borrowing Participant until the Vendor deems it appropriate to add the loan payments to the Participant's Account under the Plan.

(F) **ERISA Safe Harbor Exemption.** If the Employer intends for the Plan to qualify under the Safe Harbor Exemption, the determination of the terms under which Participants may obtain loans is made by reference to the Investment Arrangement Documentation.

(G) **Coordination; Code §72(p).** To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Plan Administrator will take such steps as may be appropriate to coordinate the limitations on loans set forth in Code §72(p), including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Plan Administrator will also take such steps as may be appropriate to collect information from Vendors, and transmit information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer. The Vendors will cooperate with the Plan Administrator in providing information needed under this Section 7.06(G). No loan to any Participant or Beneficiary can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant or Beneficiary would exceed the lesser of (a) \$50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made, or (b) one-half the present value of the nonforfeitable accrued benefit of the Participant. For the purpose of the above limitation, all loans from all plans of the Employer and Related Employers are aggregated. Any loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan, except that if such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant, the amortization period shall not extend beyond a commercially reasonable period from the date of the loan.

7.07 LOST PARTICIPANTS. If the Plan is unable to locate any Participant or Beneficiary whose Account becomes distributable under the Plan (a "lost Participant"), the Plan Administrator will apply the provisions of this Section 7.07 consistent with the Investment Arrangement Documentation. The provisions of this Section 7.07 no longer apply if the Plan, prior to taking action to dispose of the lost Participant's Account under Section 7.07(A)(2) or 7.07(B)(2), receives a distribution election from the Participant.

(A) **Ongoing Plan.** The provisions of this Section 7.07(A) apply if the Plan is ongoing.

(1) **Attempt to Locate.** The Plan must conduct a reasonable and diligent search for the Participant, using one or more of the search methods described in Section 7.07(C).

(2) **Failure to locate/disposition of Account.** If a lost Participant remains un-located after 6 months following the date the Plan first attempts to locate the lost Participant using any of the search methods described in Section 7.07(C), the Plan may forfeit the lost Participant's Account, provided the Account is not subject to the Automatic Rollover rules of Section 6.08(D). If the Plan forfeits the lost Participant's Account, the forfeiture occurs at the end of the above-described 6-month period and the Plan will allocate the forfeiture in accordance with Section 3.07. The Plan under this Section 7.07(A)(2) will forfeit the entire Account of the lost Participant, including Elective Deferrals and Employee Contributions.

(3) **Subsequent restoration of forfeiture.** If a lost Participant whose Account was forfeited thereafter at any time but before the Plan has been terminated makes a claim for his/her forfeited Account, the Plan will restore the forfeited Account to the same dollar amount as the amount forfeited, unadjusted for Earnings occurring subsequent to the forfeiture. The Plan will make the restoration in the Plan Year in which the lost Participant makes the claim, first from the amount, if any, of Participant forfeitures the Plan otherwise would allocate for the Plan Year, and then from the amount or additional amount the Employer contributes to the Plan for the Plan Year. The Employer in Appendix B to its Adoption Agreement may provide that the Plan will use group Investment Arrangement net income or gain for the Plan Year, if any, as a source of the restoration, or may modify the order of priority of the sources of restoration described in the previous sentence. The Plan will distribute the restored Account to the lost Participant not later than 60 days after the close of the Plan Year in which the Plan restores the forfeited Account.

(B) **Terminating plan.** The provisions of this Section 7.07(B) apply if the Plan is terminating.

(1) **Attempt to locate.** The Plan, to attempt to locate a lost Participant when the Plan is terminating, must conduct a reasonable and diligent search for the Participant. The Plan Administrator may use its discretion in determining the search method or methods.

(2) **Failure to locate/disposition of Account.** If a lost Participant remains un-located after a reasonable period the Plan Administrator will distribute the Participant's Account under Sections 7.07(B)(2)(a), (b) or (c) as applicable.

(a) **No Annuity Contract/no other 403(b) Plan.** If the terminating Plan does not provide an Annuity Contract as an investment option and the Employer does not maintain another 403(b) Plan, the Plan Administrator will distribute the lost Participant's Account in an Automatic Rollover to an individual retirement plan under Section 6.08(D), unless the Plan determines it is impracticable to complete an Automatic Rollover or is unable to locate an individual retirement plan provider willing to accept the rollover distribution. In such event, the Plan may: (i) distribute the Participant's Account to an interest-bearing insured bank account the Plan establishes in the Participant's name; or (ii) distribute the Participant's Account to the unclaimed property fund of the state of the Participant's last known address.

(b) **Plan provides Annuity Contract/no other 403(b) Plan.** If the terminating Plan provides for an Annuity Contract as an investment option and the Employer does not maintain another 403(b) Plan, the Plan Administrator will distribute an Annuity Contract payable to the lost Participant for delivery to the Participant's last known address reflected in the Plan's records.

(c) **Employer maintains another 403(b) Plan.** If the Employer maintains another 403(b) Plan, the Plan Administrator may (in lieu of taking the actions described in Sections 7.07(B)(2)(a) or (b)) transfer the lost Participant's Account to the other 403(b) Plan.

(C) **Search methods.** The search methods described in this Section 7.07 are: (1) provide a distribution notice to the lost Participant at the Participant's last known address by certified or registered mail; (2) check with other employee benefit plans of the Employer that may have more up-to-date information regarding the Participant's whereabouts; (3) identify and contact the Participant's designated Beneficiary; (4) use free Internet search tools; and (5) use a commercial locator service, credit reporting agencies, other Internet tools or other search method. Regarding search methods (2) and (3) above, if the Plan encounters privacy concerns, the Plan may request that the Employer or other plan fiduciary (under (2)), or the designated Beneficiary (under (3)), contact the Participant or forward a letter requesting that the Participant contact the Plan. The purpose of this Section is to reflect DOL Guidance regarding locating missing or unresponsive Participants as of the date the Plan was written, which have changed over time.

(D) **Uniformity.** The Plan will apply Section 7.07 in a reasonable and uniform manner, but in determining a specific course of action as to a particular Account, reasonably may take into account differing circumstances such as the amount of a lost Participant's Account, the expense in attempting to locate a lost Participant, the Plan's ability to establish and the expense of establishing a rollover IRA, and other factors.

(E) **Expenses of search.** The Plan, in accordance with Section 7.04(C)(2)(b), may charge to the Account of a Participant the reasonable expenses incurred under this Section 7.07 and which are associated with the Participant's Account, without regard to whether or when the Plan actually locates or makes a distribution to the Participant.

(F) **Alternative Disposition.** The Plan under Sections 7.07(A) or (B) operationally may dispose of a lost Participant's Account in any reasonable manner which is not inconsistent with the Code. The Plan Administrator or a Vendor may adopt a policy under this Section 7.07 as it deems reasonable or appropriate to administer the Accounts of lost Participants. To the extent a Vendor adopts a policy, that policy will apply to Investment Arrangements of this Plan which the Vendor administers, and the terms and administration of the Policy must be uniform among such Investment Arrangements. The Plan also may administer lost Participant Accounts consistent with the Code which is contrary to any provision of Section 7.07.

7.08 PLAN CORRECTION. The Plan Administrator in conjunction with the Employer may undertake such correction of Plan failures as the Plan Administrator deems necessary, including correction to preserve tax qualification of the Plan under Code §403(b). Without limiting the Plan Administrator's authority under the prior sentence, the Plan Administrator, as it determines to be reasonable and appropriate, may undertake or assist the Employer in undertaking correction of Plan document, operational, demographic and employer eligibility failures under a method described in the Plan or under the Employee Plans Compliance Resolution System ("EPCRS") or any successor program to EPCRS. The Plan Administrator may correct an operational failure by distributing from the Plan Elective Deferrals, including Earnings, and the Plan Administrator may forfeit any Matching Contributions, including Earnings, attributable to the distributed Elective Deferrals or any other Matching Contribution which a Participant has not otherwise accrued.

7.09 PLAN COMMUNICATIONS, INTERPRETATION AND CONSTRUCTION.

(A) **Plan Administrator's Discretion.** The Plan Administrator has total and complete discretion to interpret and construe the Plan and to determine all questions arising in the administration, interpretation and application of the Plan. Any determination the Plan Administrator makes under the Plan is final and binding upon any affected person.

(B) **Written Communications.** All Plan notices and all Participant or Beneficiary notices, designations, elections, consents or waivers must be in writing (which under Section 7.09(C) may include an electronic communication) and made in a form the Plan

specifies or otherwise approves. Any person entitled to notice under the Plan may waive the notice or shorten the notice period as permitted by law.

(C) **Use of Electronic Media.** The Plan using any electronic medium may give or receive any Plan notice, communicate any Plan policy, conduct any written Plan communication, satisfy any Plan filing or other compliance requirement and conduct any other Plan transaction to the extent permissible under the Code. A Participant, a Participant's spouse, or a Beneficiary, may use any electronic medium to provide any Beneficiary designation, election, notice, consent or waiver under the Plan, to the extent allowed by the Code. Any reference in this Plan to a "form," a "notice," an "election," a "consent," a "waiver," a "designation," a "policy" or to any other Plan-related communication includes an electronic version.

(D) **Evidence.** Anyone, including the Employer, required to give data, statements or other information relevant under the terms of the Plan ("evidence") may do so by certificate, affidavit, document or other form which the person to act in reliance may consider pertinent, reliable and genuine, and to have been signed, made or presented by the proper party or parties. The Plan Administrator and the Vendors are protected fully in acting and relying upon any evidence described under the immediately preceding sentence.

(E) **Plan Terms Binding.** The Plan is binding upon the Employer, Plan Administrator, Vendors (and all other service providers to the Plan), upon Participants, Beneficiaries and all other persons entitled to benefits, and upon the successors and assigns of the foregoing persons. As to a Vendor, see Section 8.01(B).

(F) **Employment Not Guaranteed.** Nothing contained in this Plan, or any modification or any amendment to the Plan, or in the creation of any Account, or with respect to the payment of any benefit, gives any Employee, Participant or any Beneficiary any right to employment or to continued employment by the Employer, or any legal or equitable right against the Employer, the Plan Administrator or any employee or agent thereof, except as expressly provided by the Plan.

(G) **Word Usage.** Words used in the masculine also apply to the feminine where applicable, and wherever the context of the Plan dictates, the plural includes the singular and the singular includes the plural. Titles of Plan and Adoption Agreement sections are for reference only.

(H) **State Law.** The law of the state of the Employer's principal place of business will determine all questions arising with respect to the provisions of the Plan. The Employer, in Appendix B to its Adoption Agreement, may elect to apply the law of another state.

(I) **Parties to Litigation.** A Participant or a Beneficiary is not a necessary party or required to receive notice of process in any court proceeding involving the Plan, an Investment Arrangement or any fiduciary of the Plan. Any final judgment entered in any such proceeding will be binding upon the Employer, the Plan Administrator, affected Vendors, Participants and Beneficiaries and upon their successors and assigns provided that the Vendor has been properly served and has had opportunity to litigate the issue.

(J) **Fiduciaries Not Insurers.** The Plan Administrator and the Employer in no way guarantee the Investment Arrangements from loss or depreciation. The Employer does not guarantee the payment of any money which may be or becomes due to any person from an Investment Arrangement. The liability of the Employer, the Plan Administrator and a Vendor to make any payment from the Investment Arrangement at any time and all times is limited to the then available assets of the Account.

(K) **Construction/Severability.** The Plan, the Adoption Agreement, the Investment Arrangements and all other documents to which they refer, will be interpreted consistent with and to preserve tax qualification of the Plan under Code §403(b). Any provision which a court (or other entity with binding authority to interpret the Plan) determines to be inconsistent with such construction and interpretation, is deemed severed and is of no force or effect, and the remaining Plan terms will remain in full force and effect.

ARTICLE 8. PLAN FUNDING**8.01 INVESTMENT ARRANGEMENTS/INCORPORATION OF TERMS.**

(A) **Alternative Investment Arrangements.** The Plan may be funded by means of one or more Custodial Accounts or Annuity Contracts. The Employer will specify in Appendix D to its Adoption Agreement the Annuity Contracts and Custodial Accounts available under the Plan.

(1) **Multiple vehicles.** The Plan may provide more than one Investment Arrangement within the single Plan.

(2) **Selection of specific funding.** The Employer in its sole discretion will designate from time to time the specific Investment Arrangements which are available as Plan investments. The Employer may change such designation at any time.

(3) **Nonforfeitable.** An Investment Arrangement must be nonforfeitable under Code §403(b)(1)(C), except as otherwise provided herein (such as the vesting provisions of Article 5).

(4) **Group trust.** As permitted under the Code, Plan assets under a Custodial Account may be invested in a group trust with assets held by tax qualified plans or individual retirement plans. Notwithstanding any contrary provision in the Plan, the Plan Administrator may transfer, unless restricted in writing by the Custodian, Plan assets to a group trust that is operated or maintained exclusively for the commingling and collective investment of monies provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Code §403(b), Code §401(a), individual retirement accounts that are exempt under Code §408(e), and eligible Governmental Plans under Code §457(b). For purposes of valuation, the value of the interest maintained by the Plan in such group trust will be the fair market value of the portion of the group trust held for the Plan, determined in accordance with generally recognized valuation procedures. This authorization applies solely to a group trust fund exempt from taxation under Code §501(a) and the trust agreement of which satisfies the requirements of Revenue Ruling 81-100 (as modified and clarified by Revenue Ruling 2004-67), or any successor thereto. The provisions of the group trust fund agreement, as amended from time to time, are by this reference incorporated within this Plan, subject to the limitations contained herein. The provisions of the group trust fund will govern any investment of Plan assets in that fund. For purposes of this Section 8.01(A)(4), a trust includes a custodial account which is treated as a trust under Code §401(f).

(B) **Incorporation of Terms.** The Plan under this Section 8.01(B) incorporates the provisions of the Investment Arrangement Documentation, recordkeeping agreements between the Employer or Plan Administrator and a Vendor, and any other written documents the Employer designates as part of the Plan by reference as part of the Plan. The incorporated provisions will set forth and will govern the Vendor's appointment, powers, duties, fees, termination and all other material terms of the Vendor's engagement to provide services to the Plan and to its Participants and Beneficiaries. To the extent that any of these incorporated provisions conflict with the remaining Plan terms, the Plan provisions will prevail.

8.02 CONTRIBUTION TIMING.

(A) **General.** The Employer will make its contributions to the Investment Arrangement within a period that is not longer than is reasonable for the proper administration of the Plan.

(B) **Elective Deferrals.** The Employer will transmit Elective Deferrals to an Investment Arrangement within a reasonable period of time following the date the Employer withholds the Elective Deferrals from the Participant's Compensation.

8.03 ANNUITY CONTRACT.

(A) **Defined.** An Annuity Contract is defined in 1.06, subject to the additional rules of this Section 8.03.

(1) **Transition Rule.** An Annuity Contract issued under a State maintained Plan established on or before May 17, 1982, need not comply with the requirement that the contract issuer be qualified to issue annuities in a State.

(B) **Prohibition on Life Insurance and Other Insurance.** An Annuity Contract may not consist of a life insurance contract under Code §7702, an endowment contract, a health or accident insurance contract, nor a property, casualty, or liability insurance contract. This limitation does not apply to a contract issued before September 24, 2007.

8.04 CUSTODIAL ACCOUNT.

(A) **Defined.** A Custodial Account is defined in Section 1.14, as established under a Custodial Agreement, subject to the additional rules of this Section 8.04.

(B) **Limitation on Investment Assets/Other Limitations.** All assets held in the Custodial Account must be invested in stock of one or more regulated investment companies as defined in Code §851(a).

ARTICLE 9. ADDITIONAL PROVISIONS

9.01 EXCLUSIVE BENEFIT. Except as provided under Section 3.01(E), the Employer does not have any beneficial interest in any asset of an Investment Arrangement and no part of any asset in an Investment Arrangement may ever revert to or be repaid to the Employer, either directly or indirectly; nor, prior to the satisfaction of all liabilities with respect to the Participants and their Beneficiaries under the Plan, may any part of the corpus or income of the Investment Arrangement, or any asset of the Investment Arrangement, be (at any time) used for, or diverted to, purposes other than the exclusive benefit of the Participants or their Beneficiaries and for defraying reasonable expenses of administering the Plan.

9.02 AMENDMENT.

(A) **Permitted Amendments.** The Employer, consistent with this Section 9.02 and other applicable Plan provisions, has the right, at any time to amend the Plan as follows:

- (1) **Adoption Agreement.** To restate or amend the elective provisions of the Adoption Agreement (changing an existing election or making a new election) in any manner the Employer deems necessary or advisable;
- (2) **Code §415.** To add in Appendix B to its Adoption Agreement overriding language to satisfy Code §415 because of the required aggregation of multiple plans; and
- (3) **Interim Amendments.** To make such good faith amendments as the Employer considers necessary to keep the Plan in compliance with the Code.

(B) **Amendment Formalities.**

- (1) **Writing.** The Employer must make all Plan amendments in writing. Each amendment must specify the amendment execution date and, if different from its execution date, must specify the date as of which the amendment is either retroactively or prospectively effective.
- (2) **Restatement.** An Employer may amend its Plan by means of a complete restatement of its Adoption Agreement. To restate its Plan, the Employer must complete, and the Employer must execute and date, a new Adoption Agreement or a replacement plan document.
- (3) **Amendment (without restatement).** An Employer may amend its Plan without completion of a new Adoption Agreement by either: (a) completion and substitution of one or more Adoption Agreement pages including a new Adoption Agreement Execution Page executed and dated by the Employer; or (b) other written instrument amending the Adoption Agreement executed and dated by the Employer.
- (4) **Operational discretion and policy not an amendment.** A Plan amendment does not include the Plan Administrator's exercise of any operational discretion the Plan accords to the Plan Administrator, including but not limited to, the Plan Administrator's adoption, modification or termination of any policy, rule or regulation in accordance with the Plan or any change to an administrative checklist, or other ancillary documents described in Section 1.04 which are part of the Plan, other than the Adoption Agreement and the basic plan document. This provision does not grant any discretionary authority to the Plan Administrator which would be inconsistent with the provisions of Section 7.01(H).
- (5) **Signatory Employer authority.** If the Plan has Participating Employers, only the Signatory Employer need execute any Plan amendment under this Section 9.02. See Section 1.29(A).

(C) **Impermissible Amendment/Protected Benefits.**

- (1) **Exclusive benefit/no reversion.** The Employer may not amend the Plan to permit any of an Investment Arrangement (other than as required to pay taxes and reasonable administrative expenses) to be used for or diverted to purposes other than for the exclusive benefit of the Participants and Beneficiaries. An amendment may not cause any portion of the Investment Arrangement to revert to the Employer or to become the Employer's property.
- (2) **Alteration of Plan Administrator or Vendor duties.** The Employer may not amend the Plan in any manner which affects the powers duties or responsibilities of the Plan Administrator, or of a Vendor without the written consent of the affected party.
- (3) **No cut-backs.** An amendment (including the adoption of this Plan as a restatement of an existing plan) may not decrease a Participant's Account Balance.

(D) **Practitioner Amendments.** The Practitioner may amend any part of the Plan. For purposes of Practitioner amendments, the mass submitter shall be recognized as the agent of the Practitioner. If the Practitioner does not adopt the amendments made by the mass submitter, it will no longer be based on the mass submitter Plan.

9.03 VOLUME SUBMITTER PRACTITIONER AMENDMENTS.

(A) **General.** The Practitioner, without the Employer's consent, may amend the Plan (including any Adoption Agreement), from time to time on behalf of Employers who have previously adopted the Plan: (1) to conform the Plan to any changes to the Code, and other IRS Guidance (including adoption of model, sample or other required good faith amendments that specifically provide that their adoption will not cause such plan to be individually designed); or (2) to make corrections to prior approved plans that may be applied to all employers who adopted the Plan. The Practitioner, also may amend the Plan (including any Adoption Agreement), from time to time effective as to employers who have not yet adopted the Plan. The Practitioner's mass submitter may act as the agent of the Practitioner in adopting amendments.

(B) **Notice to Employers.** The Practitioner must make reasonable and diligent efforts to ensure adopting Employers have actually received and are aware of all Practitioner generated Plan amendments and that such Employers complete and sign new Adoption Agreements when necessary.

(C) **Prohibited Amendments.** Except under Section 9.03, the Practitioner may not amend the Plan in any manner which would modify any adopting Employer's Plan existing Adoption Agreement election without the Employer's written consent. In addition, the Practitioner may not amend the Plan in any manner which would violate Section 9.02(C).

(D) **Practitioner limitations.** A Practitioner may no longer amend the Plan as to any adopting Employer as of the date: (1) the Employer amends its Plan in a manner as would result in the type of plan not permitted under the Volume Submitter program; or (2) the IRS notifies the Practitioner that the Plan is being treated as an individually designed plan.

9.04 FROZEN PLAN.

(A) **Employer Action to Freeze.** The Employer subject to Section 9.02(C) and by proper Employer action has the right, at any time, to suspend or discontinue all contributions under the Plan and thereafter to continue to maintain the Plan as a Frozen Plan (subject to such suspension or discontinuance) until the Employer terminates the Plan. During any period while the Plan is frozen, the Plan Administrator will continue to: (1) allocate forfeitures, if any, in accordance with Section 3.07, irrespective of when the forfeitures occur under Section 5.07; and (2) operate the Plan in accordance with its terms other than those related to the making and allocation of additional (new) contributions.

(B) **Not a Termination.** A resolution or an amendment to discontinue all future contributions, but otherwise to continue maintenance of this Plan, is not a Plan termination for purposes of Section 9.05.

9.05 PLAN TERMINATION.

(A) **Employer Action to Terminate.** The Employer, subject to Section 9.02(C) and by proper Employer action, has the right, at any time, to terminate this Plan. The Employer has no obligation or liability whatsoever to maintain the Plan for any specific length of time and may terminate the Plan or discontinue contributions under the Plan at any time without liability hereunder for any such discontinuance. The Plan will terminate upon the first to occur of the following:

(1) **Specified date.** The Effective Date of termination specified by proper Employer action; or

(2) **Employer no longer exists.** The Effective Date of dissolution or merger of the Employer, unless a successor makes provision to continue the Plan, in which event the successor must substitute itself as the Employer under this Plan.

(B) **QTA Action to Terminate Abandoned Plan.**

(1) **Definition of a Qualified Termination Administrator (QTA).** A QTA is an entity which: (a) is a Vendor which is eligible to sponsor an individual retirement account or an individual retirement annuity; and (b) holds the assets of the abandoned Plan.

(2) **QTA procedure.** A QTA, after making reasonable efforts to contact the Employer, may make a determination that the Employer has abandoned the Plan. The QTA then may: (i) update Plan records; (ii) calculate benefits; (iii) allocate assets and expenses; (iv) engage service providers and pay reasonable Plan expenses; (v) provide required notice to Participants and Beneficiaries regarding the Plan termination; (vi) distribute Plan benefits; and (vii) take all other reasonable and necessary actions to wind-up and terminate the Plan. The QTA then may complete distributions from the Plan, file the necessary reports and terminate the Plan. Alternatively, the QTA may terminate the Plan using a procedure analogous to that outlined herein.

(C) **General Procedure upon Termination.** Upon termination of the Plan, the distribution provisions of Article 6 remain operative, with the following exceptions and subject to any restrictions in the Investment Arrangement Documentation:

(1) **Distribution; transfer.** The Vendor may distribute the Participant's Vested Account Balance to him/her in a lump sum as soon as administratively practicable after the Plan terminates. Alternatively, if the Employer maintains any other 403(b) plan, the Plan Administrator to facilitate Plan termination may direct the Vendor to transfer the Account of a Participant to the other 403(b) Plan.

(2) **Plan Termination Distribution.** For purposes of the Plan termination requirements, the Plan may treat the delivery of a fully paid Annuity Contract as a distribution.

(D) [Reserved]

(E) **403(b) Plan Distribution Restrictions.** A Participant's Restricted Balances are distributable on account of Plan termination, as described in this Section 9.05, only if: (i) the Employer (including any Related Employer, determined as of the Effective Date of Plan termination) does not maintain an Alternative 403(b) Plan and the Plan distributes the Participant's entire Vested Account Balance in a lump sum; or (ii) the Participant otherwise is entitled under the Plan to a distribution of his/her Vested Account Balance.

(1) **Definition of Alternative 403(b) Plan.** An Alternative 403(b) Plan is another 403(b) Plan to which the Employer makes contributions during the period beginning on the date of Plan termination and ending 12 months after distribution of all assets from the terminating Plan. However, a plan is not an Alternative 403(b) Plan if less than 2% of the Employees eligible to participate in the terminating Plan as of the termination date are eligible to participate (beginning 12 months prior to and ending 12 months after the Plan's termination Effective Date and distribution of all of the assets of the terminated Plan) in the potential Alternative 403(b) Plan.

(F) **Continuing Investment Arrangement Documentation.** A Vendor's Investment Arrangement Documentation will continue in effect until the Vendor has distributed all of the benefits under the Investment Arrangement. On each Valuation Date, the Plan will credit any part of a Participant's Account Balance retained in the Investment Arrangement with its share of Earnings.

(G) **Lost Participants.** The Vendor will distribute the Accounts of lost Participants in a terminating Plan in accordance with the Plan Administrator's direction under Section 7.07(B) or as the Investment Arrangement Documentation may provide.

(H) **Vesting.** Upon either full or partial termination of the Plan, an affected Participant's right to his/her Account Balance is 100% Vested, irrespective of the Vested percentage which otherwise would apply under Article 5.

9.06

MERGER/DIRECT TRANSFER.

(A) **Authority.** The Plan Administrator possesses the specific authority to enter into merger agreements or direct transfer of assets agreements with another 403(b) Plan, including an elective transfer, and to accept the direct transfer of plan assets, or to transfer plan assets, as a party to any such agreement. The limitations of this Section 9.06 do not apply to rollovers described in Sections 3.08 or 6.08. Except as provided in Sections 9.06(G) and (H), the Plan may not accept a transfer or merger from, or make a transfer or merger to, a qualified plan or a plan described in Code §457(b).

(B) **Regulatory Requirements.**

(1) **Contract exchange within same plan.** Except as the Employer otherwise elects in Appendix B to its Adoption Agreement, a Participant (or Beneficiary) may exchange one 403(b) Investment Arrangement for another Investment Arrangement then authorized to receive ongoing contributions under the Plan provided the exchange satisfies the following conditions: (1) the Participant's Accumulated Benefit immediately after the exchange at least equals the Participant's Accumulated Benefit immediately before the exchange; and (2) to the extent the exchanged Investment Arrangement is subject to 403(b) Distribution Restrictions, the other Investment Arrangement imposes distribution restrictions no less stringent than those imposed by the exchanged Investment Arrangement.

(2) **Plan-to-plan transfer.** A plan-to-plan transfer is permissible, if the transfer satisfies the following conditions: (1) the Participant (or Beneficiary) subject to the transfer is an employee or former employee of the employer providing the receiving plan; (2) the transferor plan provides for transfers; (3) the receiving plan provides for the receipt of transfers; (4) the Participant's Accumulated Benefit after the transfer at least equals the Participant's Accumulated Benefit before the transfer; (5) to the extent the transferred Investment Arrangement is subject to 403(b) Distribution Restrictions, the receiving plan imposes distribution restrictions no less stringent than those imposed on the transferor plan; and (6) if the transfer does not constitute a complete transfer of the Participant's interest in the transferor plan, the transferee plan treats the amount transferred as a continuation of a pro rata portion of the Participant's interest in the transferor plan (e.g., a pro rata interest in any Employee Contributions). This Plan expressly prohibits such transfers except to the extent the

Employer provides otherwise in Appendix B to its Adoption Agreement. The Plan Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with the requirements of this Section and Treas. Reg. §1.403(b)-10(b)(3) and to confirm that any other plan involved in the transfer satisfies Code §403(b).

(3) **Contract exchange to Vendor which is not part of the Plan.** A Participant (or Beneficiary) may exchange one 403(b) Investment Arrangement for an Investment Arrangement not provided under the Plan, if the exchange satisfies the following conditions: (1) the Vendor agrees to assume the responsibilities of a Vendor hereunder; (2) the Participant's Accumulated Benefit immediately after the exchange at least equals the Participant's Accumulated Benefit immediately before the exchange; (3) to the extent the exchanged Investment Arrangement is subject to 403(b) Distribution Restrictions, the other Investment Arrangement imposes distribution restrictions no less stringent than those imposed by the exchanged Investment Arrangement; (4) the Employer has not prohibited the exchange in Appendix B to its Adoption Agreement; and (5) the Employer and the Vendor enter into an Information Sharing Agreement, as defined in Section (C). Unless otherwise specified in Appendix B to the Adoption Agreement, the Plan provides for and permits such exchanges with any Vendor which agrees to assume the responsibilities of a Vendor hereunder and enters into an Information Sharing Agreement.

(C) **Information Sharing Agreement.** An Information Sharing Agreement should provide for the exchange of the following information:

(1) **403(b) matters.** Information necessary for the resulting Investment Arrangement, or any other Investment Arrangement under the Plan, to satisfy Code §403(b), including the following: (i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment; (ii) the Vendor notifying the Employer of any hardship withdrawal; and (iii) the Vendor providing information to the Eligible Employer or other Vendors concerning the Participant's or Beneficiary's 403(b) contracts or Custodial Accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any Plan loans and rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules);

(2) **Reporting matters.** Information necessary for the Plan Administrator and Vendor to satisfy any reporting, disclosure, or federal or state withholding obligations related to the Investment Arrangement; and

(3) **Other matters.** Information necessary in order for the resulting Investment Arrangement and any other Investment Arrangement under the Plan for the Participant to satisfy other tax requirements, including the following: (i) the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan satisfies the loan limitations, so that any such additional loan is not a deemed distribution under Code §72(p)(1); and (ii) information concerning the Participant's or Beneficiary's after-tax Employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.

(D) **Administration of Transferred Amount.** The Vendor will hold, administer and distribute the transferred assets as a part of the Investment Arrangement.

(E) **Pre-Participation Transfers.** The Vendor may accept a direct transfer of plan assets on behalf of an Employee prior to the date the Employee satisfies the Plan's eligibility conditions or prior to reaching the Entry Date. If the Vendor accepts such a direct transfer of plan assets, the Plan Administrator and the Vendor must treat the Employee as a limited Participant as described in Section 3.08(C).

(F) **Elective Transfer/Protected Benefits.** The Plan ("transferee plan") will not fail to satisfy the requirements of Section 9.06 because the Plan does not provide some or all of the forms of distribution (including the timing of distribution forms) previously available under another 403(b) Plan ("transferor plan") to the extent that: (1) the transferee plan receives a direct transfer of the Participant's Account Balance under the transferor plan, or the transferee plan results from a merger or other transaction that has the effect of a direct transfer, including consolidations of benefits attributable to different employers within a multiple employer plan; (2) the terms of both plans authorize the transfer; (3) the transfer occurs following a Participant's voluntary election made after the Participant has received a notice describing the consequences of making the election; and (4) the transferee plan permits the Participant to receive a distribution of his/her account balance in the form of a single sum distribution.

(G) **Transfers to Purchase Service Credit.** The Plan Administrator upon Participant request may instruct the Vendor to transfer an amount from the Participant's 403(b) Plan Account to a governmental Defined Benefit Plan in which he/she participates for: (1) the purchase of permissive service (as defined in Code §415(n)(3)(A)) under such plan; or (2) the repayment of a cash-out distribution (as defined in Code §415(k)(3)).

(H) **Church Plans.** The Plan Administrator may accept a transfer from a qualified plan, may make a transfer to a qualified plan, or may merge this Plan with a qualified Plan, if all of the following conditions are satisfied: (1) The Employer sponsoring

both plans is the same Church or Church-Related Organization, and (2) the total accrued benefit of each Participant or Beneficiary, after the transfer or merger, is: (a) fully vested and (b) at least equal to the total accrued benefit of such Participant or Beneficiary before the transfer or merger. The phrase "accrued benefit" means the accrued benefit determined under the terms of a defined benefit plan, or the account balance determined under the terms of a defined contribution plan.

9.07 INFORMATION SHARING.

Each Vendor and the Plan Administrator shall exchange such information as may be necessary to satisfy Code §403(b) or other requirements of applicable law. In the case of a Vendor which is not eligible to receive contributions under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive contributions under the Plan and a Vendor holding assets under the Plan), the Employer shall keep the Vendor informed of the name and contact information of the Plan Administrator in order to coordinate information necessary to satisfy Code §403(b) or other requirements of applicable law. If any Vendor ceases to be eligible to receive contributions under the Plan, the Employer will offer to enter into an Information Sharing Agreement as described in Section 9.06(C). to the extent the Employer's contract with the Vendor does not already provide for the exchange of information described in therein

ARTICLE 10. MULTIPLE EMPLOYER PLAN

10.01 ELECTION/OVERRIDING EFFECT. This Article 10 applies only to the extent described in Paragraphs (A) or (B) below. If this Article 10 does apply, then the rules of Code §413(c) and the related Treasury Regulations (which are incorporated by reference) will apply to the adopting Employer and each Participating Employer. The provisions of Article 10, if in effect, supersede any contrary provisions in the Plan or the Employer's Adoption Agreement. *Note: The IRS has not reviewed the provisions of this Article 10, and the Employer cannot rely on the Advisory Letter with regard to the validity of these provisions.*

(A) **Election.** If the Employer elects in its Adoption Agreement that the Plan is a Multiple Employer Plan, then the provisions of this Article 10 will apply as of the Effective Date the Employer elects in its Adoption Agreement. If an Employer that is not a Related Employer becomes a Participating Employer, then this Article 10 will apply effective as of the date the Employer specifies in its participation agreement.

(B) **Automatic Effect.** If a Related Employer is a Participating Employer, and thereafter ceases to be a Related Employer (but is still a Participating Employer), then the provisions of this Article 10 will apply thereafter until the Plan is no longer maintained by a Participating Employer which is not a Related Employer.

10.02 DEFINITIONS. The following definitions apply to this Article 10 and supersede any conflicting definition in the Plan.

(A) **Employee.** Employee means any Employee of a Participating Employer.

(B) **Lead Employer.** The Lead Employer means the Signatory Employer to the Adoption Agreement Execution Page, and does not include any Related Employer or Participating Employer except as described in the next sentence. If the Adoption Agreement designates that Article 10 applies pursuant to Section 10.01(A), the Lead Employer will be a Participating Employer unless otherwise specified in a separate agreement. The Lead Employer has the same meaning as the Signatory Employer for purposes of making Plan amendments and other purposes as described in Section 1.29(A) regardless of whether the Lead Employer is also a Participating Employer under this Article 10. As to the right of a Lead Employer to terminate the participation of a Participating Employer, see Section 10.09.

(C) **Participating Employer.** A "Participating Employer" is an Eligible Employer which, with the consent of the Lead Employer, executes a Participation Agreement to the Adoption Agreement. A Participating Employer is an Employer for all purposes of the Plan except as provided in Section 1.29. A Participating Employer may, but need not be a Related Employer.

10.03 PARTICIPATING EMPLOYER ELECTIONS. In its Adoption Agreement, the Lead Employer will specify: (A) whether a Participating Employer may modify any of the Adoption Agreement elections; (B) which elections the Participating Employer may modify; and (C) any restrictions on the modifications. Such elections and modifications must be reflected on the Participation Agreement the Participating Employer signs. See Section 1.51.

10.04 HCE STATUS. The Plan Administrator will determine HCE status under Section 1.39 separately with respect to each Participating Employer.

10.05 TESTING.

(A) **Separate Status.** The Plan Administrator will perform the universal availability requirement of Section 2.01(A) separately for each Participating Employer, with respect to the Employees of that Participating Employer. For this purpose, the Employees of a Participating Employer, and their allocations and Accounts, will be treated as though they were in a separate plan. Any Plan correction under Section 7.08 will only affect the Employees of the Participating Employer.

(B) **Transition Year.** This Section 10.05(B) applies if as a result of a transaction or similar event a Participating Employer ceases to be a Related Employer in the middle of a Plan Year. In such a situation the Plan Administrator may perform the tests described in Section 10.05(A) as though (1) the Plan Year consisted of two Plan Years, before and after the transaction; or (2) on the basis of a single Plan Year, taking all for each Participating Employer the Employees of Related Employers before the transaction, and disregarding Employees who are not Employees of Related Employers after the transaction.

(C) **Joint Status.** The Plan Administrator will perform the following tests for the Plan as whole, without regard to an Employee's employment by a particular Participating Employer:

- (1) **Annual Additions Limit.** Applying the Annual Additions Limit in Section 4.05(B).
- (2) **Elective Deferral Limit.** Applying the Elective Deferral Limit in Section 4.10(A).
- (3) **Catch-Up Limit.** Applying the limit on Catch-Up Deferrals in Section 3.02(D) or 3.02(E).

10.06 COMPENSATION.

(A) **Separate Determination.** For the following purposes, described in this Section 10.06(A), the Plan Administrator will determine separately a Participant's Compensation for each Participating Employer. Under this determination, except as provided below, Compensation from a Participating Employer includes Compensation paid by a Related Employer of that Participating Employer.

(1) [Reserved]

(2) **Allocations.** Application of allocations under Article 3. However, the Employer's Adoption Agreement elections control the extent to which Compensation for this purpose includes Compensation of Related Employers.

(3) **HCE determination.** The determination of an Employee's status as an HCE.

(B) **Joint Status.** For all Plan purposes other than those described in Section 10.06(A) but not limited to determining the Annual Additions Limit in Section 4.05(B), Compensation includes all Compensation paid by or for any Participating Employer or Related Employer.

10.07 SERVICE. An Employee's Service includes all Hours of Service and Years of Service with any and all Participating Employers and their Related Employers. An Employee who terminates employment with one Participating Employer and immediately commences employment with another Participating Employer has not incurred a Separation from Service or a Severance from Employment.

10.08 COOPERATION AND INDEMNIFICATION.

(A) **Cooperation.** Each Participating Employer agrees to timely provide to the Plan Administrator upon request all information the Plan Administrator deems necessary. Each Participating Employer will cooperate fully with the Plan Administrator, the Lead Employer, and with Plan fiduciaries and other proper Plan representatives in maintaining the qualified status of the Plan. Such cooperation will include payment of such amounts into the Plan, to be allocated to Employees of the Participating Employer, which are reasonably required to maintain the tax-qualified status of the Plan.

(B) **Indemnity.** Each Participating Employer will indemnify and hold harmless the Plan Administrator, the Lead Employer, the Plan, other Plan fiduciaries, other Participating Employers, Participants and Beneficiaries, and as applicable, their subsidiaries, officers, directors, shareholders, employees, and agents, and their respective successors and assigns, against any cause of action, loss, liability, damage, cost, or expense of any nature whatsoever (including, but not limited to, attorney's fees and costs, whether or not suit is brought, as well as all IRS Plan disqualification, fiduciary breach or other sanctions, compliance fees or penalties) arising out of or relating to: (1) the Participating Employer's noncompliance with any of the Plan's terms or requirements; or (2) the Participating Employer's intentional or negligent act or omission with regard to the Plan, including the failure to provide accurate, timely information requested by the Plan Administrator.

10.09 INVOLUNTARY TERMINATION. The Lead Employer may terminate the participation of any Participating Employer (hereafter, "Terminated Employer") in this Plan. If the Lead Employer acts under this Section 10.09, the following will occur:

(A) **Notice.** The Lead Employer will give the Terminated Employer a notice of the Lead Employer's intent to terminate the Terminated Employer's status as a Participating Employer of the Plan. The Lead Employer will provide such notice not less than 30 days prior to the Effective Date of termination unless the Lead Employer determines that the interests of Plan Participants requires earlier termination.

(B) **Spin-off.** The Lead Employer will establish a new 403(b) Plan, using the provisions of this Plan with any modifications contained in the Terminated Employer's Participation Agreement, as a guide to establish a new 403(b) Plan (the "Spin-off Plan"). The Lead Employer will direct the Vendors to transfer (in accordance with the rules of Treas. Reg. §1.403(b)-10(b)) the Accounts of the Employees of the Terminated Employer to the Spin-off Plan. The Terminated Employer will be the Employer, Plan Administrator, and sponsor of the Spin-off Plan. The Lead Employer may charge the Terminated Employer or the Accounts of the Employees of the Terminated Employer with the reasonable expenses of establishing the Spin-off Plan.

(C) **Transfer.** The Terminated Employer, in lieu of the Lead Employer's creation of the Spin-off Plan under Section 10.09(B), may elect a transfer under this Section 10.09(C) to effect the termination of its status as a Participating Employer. To elect this alternative, the Terminated Employer must give notice to the Lead Employer of its choice, and must supply any documentation which the Lead Employer reasonably may require as soon as is practical and before the Effective Date of termination. If the Lead Employer has not received such notice and any required documentation within ten (10) days prior to the stated date of termination, the Lead Employer may proceed with the Spin-off Plan under Section 10.09(B). The Lead Employer will direct the transfer (in accordance with the rules of Treas. Reg. §1.403(b)-10(b)) of the Accounts of the Employees of the Terminated Employer to a 403(b) plan the Terminated Employer maintains. The Terminated Employer must deliver to the Lead Employer in writing such identifying and other relevant information regarding the transferee plan and must provide such assurances as the Lead Employer may reasonably require that the transferee plan is a 403(b) plan.

(D) **Participants.** The Employees of the Terminated Employer will cease to be eligible to accrue additional benefits under the Plan with respect to Compensation paid by the Terminated Employer, as of the Effective Date of the termination. To the extent that these Employees have accrued but unpaid contributions as of such Effective Date, the Terminated Employer will pay such amounts to the Plan or to the Spin-off Plan no later than 30 days after the Effective Date of termination, unless the Terminated Employer has elected the transfer alternative under Section 10.09(C).

(E) **Consent.** By its execution of the Participation Agreement, the Terminated Employer specifically consents to the provisions of this Article 10, and in particular, this Section 10.09 and agrees to perform its responsibilities with regard to the Spin-off Plan, if necessary.

10.10 VOLUNTARY TERMINATION. A Participating Employer (hereafter "Withdrawing Employer") may voluntarily withdraw from participation in the Plan at any time. If and when a Withdrawing Employer wishes to withdraw, the following will occur:

(A) **Notice.** The Withdrawing Employer will inform the Lead Employer and the Plan Administrator of its intention to withdraw from the Plan. The Withdrawing Employer must give the notice not less than 30 days prior to the Effective Date of its withdrawal.

(B) **Procedure.** The Withdrawing Employer and the Lead Employer will agree upon procedures for the orderly withdrawal of the Withdrawing Employer from the Plan. Such procedures, as they relate to the Accounts of the Employees of the Withdrawing Employer, may include any alternative described in Section 10.09.

(C) **Costs.** The Withdrawing Employer will bear all reasonable costs associated with withdrawal and transfer under this Section 10.10.

(D) **Participants.** The Employees of the Withdrawing Employer will cease to be eligible to accrue additional benefits under the Plan as to Compensation paid by the Withdrawing Employer, as of the Effective Date of withdrawal. To the extent that such Employees have accrued but unpaid contributions as of such Effective Date, the Withdrawing Employer will contribute such amounts to the Plan or the Spin-off Plan promptly after the Effective Date of withdrawal, unless the Accounts are transferred to a 403(b) plan the Withdrawing Employer maintains.

ADOPTION AGREEMENT #002
GOVERNMENTAL
403(b) NON-ERISA VOLUME SUBMITTER PLAN

The undersigned Eligible Employer, by executing this Adoption Agreement, elects to establish a 403(b) plan ("Plan") under the FIS Business Systems LLC Non-ERISA 403(b) Volume Submitter Plan (basic plan document #22). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Volume Submitter Plan provisions. This Adoption Agreement, the basic plan document, any incorporated Investment Arrangement Documentation, and any attached appendices, constitute the Employer's plan document. *All "Election" references within this Adoption Agreement are Adoption Agreement Elections. All "Section" references are basic plan document references. Numbers in parenthesis which follow headings are references to basic plan document sections.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

ARTICLE 1
DEFINITIONS

1. EMPLOYER; PLAN; PLAN ADMINISTRATOR (1.29; 1.52; 1.53). *(A Plan amendment is not needed solely to change the information in (a) or (d) below.)*

(a) Employer Information

Name of Adopting Employer: Regional University System of Oklahoma

Address: 3555 N.W. 58th St., Suite 320

City Oklahoma City

State Oklahoma

Zip 73112

Telephone: 405-942-8817

EIN: 47-5252923

(b) Plan Information

Plan name: 403(b) Plan of the Regional University System of Oklahoma

(c) Type of entity. *(Choose (1) or (2)):*

(1) ☒ Public School. See 1.57.

(2) ☐ Other Governmental employer exempt under Code §501(c)(3).

(d) Plan Administrator Information (If no Plan Administrator is named, the Employer is the Plan Administrator)

Name: _____

Address: _____

City _____

State _____

Zip _____

Telephone: _____

2. PERMITTED INVESTMENTS (1.42). The Plan permits Custodial Accounts invested in mutual funds under Code §403(b)(7) and Annuity Contracts under Code §403(b)(1).

3. ERISA STATUS (1.34). The Plan is a governmental plan exempt from ERISA.

4. PLAN YEAR (1.54). Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every:

[Note: Complete any applicable blanks under Election 4 with a specific date, e.g., June 30 OR the last day of February OR the first Tuesday in January. In the case of a Short Plan Year, include the year, e.g., May 1, 2016.]

Plan Year *(Choose (a), (b) or (c)):*

(a) ☒ December 31.

(b) ☐ Fiscal Plan Year: ending: _____.

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(c) ☐ Other: _____ (e.g., a 52/53 week year ending on the date nearest the last Friday in December)

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Short Plan Year (Choose (d) if applicable.):

(d) ☐ Short Plan Year: commencing: _____ and ending: _____.5. **EFFECTIVE DATE** (1.23). The Employer's adoption of the Plan is a (Choose (a) or (b). Complete (c); complete (d) if an amendment and restatement. Choose (e) and (f) if applicable.):(a) ☐ New Plan.(b) ☒ Restated Plan.

Initial Effective Date of Plan (enter date)

(c) January 1, 1970 (hereinafter called the "Effective Date" unless 5(d) is entered below)

Restatement Effective Date (If this is an amendment and restatement, enter effective date of the restatement.)

(d) ☒ May 1, 2019 (enter month day, year; may enter a restatement date that is the first day of the current Plan Year) (hereinafter called the "Effective Date")

[Note: See Section 1.60 for the definition of Restated Plan. If this Plan is a Restatement under Rev. Proc. 2013-22, in order to have retroactive reliance, the Restatement Effective date generally should be the later of January 1, 2010 or the Initial Effective Date. The Restatement Effective Date can be as early as January 1, 2009 but there is no retroactive reliance prior to January 1, 2010. If specific Plan provisions, as reflected in this Adoption Agreement and the basic plan document, do not have the Effective Date stated in this Election 5, indicate as such in the election where called for or in Appendix A.]

Additional Effective Dates (Choose if applicable)

(e) ☐ Restatement of surviving and merging plans. The Plan restates two (or more) plans (Complete 5(c) and (d) above for this (surviving) Plan. Complete (1) below for the merging plan. Choose (2) if applicable.):

(1) Merging plan. The _____ Plan was or will be merged into this surviving Plan as of _____. The merging plan's restated Effective Date is: _____. The merging plan's original Effective Date was: _____.

(2) ☐ Additional merging plans. The following additional plans were or will be merged into this surviving Plan (Optional to complete a. and b. if applicable. May attach an addendum to add additional plans.):

	<u>Name of merging plan</u>	<u>Merger date</u>	<u>Restated Effective Date</u>	<u>Original Effective Date</u>
a.	_____	_____	_____	_____
b.	_____	_____	_____	_____

(f) ☐ Special Effective Date for Elective Deferral provisions: _____

[Note: If Elective Deferral provision is not effective as of the Initial Effective Date or the Restatement Effective Date, enter the date as of which the Elective Deferral provision is effective. The Special Effective Date may not precede the date on which the Employer adopted the Plan.]

6. **CONTRIBUTION TYPES** (1.12). The Employer and/or Participants, in accordance with the Plan terms, make the following contributions to the Plan (Choose one or more of (a) through (f)).:(a) ☐ Mandatory Employee Contributions. See Section 3.04(A)(3) and Election 18.(b) ☒ Pre-Tax Elective Deferrals. See Section 3.02 and Elections 19 – 21.(1) ☒ Roth Deferrals. See Section 3.02(F) and Elections 19 – 21. [Note: The Employer may not limit Elective Deferrals to Roth Deferrals only.](c) ☐ Matching. See Sections 1.36, 1.47, and 3.03 and Elections 22, 23, 27, 28 and 32.(d) ☐ Nonelective. See Sections 1.48 and 3.04 and Elections 25 through 28.(e) ☐ Employee (after-tax). See Section 3.09 and Election 32.(f) ☐ None (frozen plan). The Plan is/was frozen effective as of: _____. See Sections 3.01(F) and 9.04.

[Note: Elections 18 through 26 and Election 32 do not apply to any Plan Year in which the Plan is frozen.]

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 7. **EXCLUDED EMPLOYEES** (1.35). The following Employees are not Eligible Employees (either as to the overall Plan or the designated contribution type) (Choose (a), (b) or (c). See also Election 18(e).): Attachment E
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- (a) ☐ **No Excluded Employees.** All Employees are Eligible Employees as to all Contribution Types.
- (b) ☒ **Exclusions - same for all Contribution Types.** The following Employees are Excluded Employees for all Contribution Types (Choose one or more of (e) through (h) and/or (l). Choose column (1) for each exclusion elected at (e) through (h).):
- (c) ☐ **Exclusions.** The following Employees are Excluded Employees (either as to all Contribution Types or to the designated Contribution Type) (Choose one or more of (d) through (l)):

[Note: For this Election 7, unless described otherwise in Election 7(l), Elective Deferrals includes Pre-Tax Deferrals, and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions.]

	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(d) <input type="checkbox"/> No exclusions. No exclusions as to the designated Contribution Type.	N/A (See Election 7(a))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input checked="" type="checkbox"/> Non-Resident Aliens. See Section 1.35(B).	<input checked="" type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input type="checkbox"/> Employees who normally work less than 20 hours per week. See Section 1.35(E) (e.g., if any such excluded Employee actually completes a Year of Service).	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) <input checked="" type="checkbox"/> Student Employees. See Section 1.35(C) (i.e., students enrolled in the entity sponsoring this Plan).	<input checked="" type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) <input type="checkbox"/> Other Employer plan. Employees who are eligible to participate in another plan of the Employer which is a (Choose one or more of a. through c.): a. <input type="checkbox"/> 401(k) plan b. <input type="checkbox"/> 403(b) plan c. <input type="checkbox"/> governmental 457(b) plan	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) <input type="checkbox"/> Collective Bargaining (union) Employees. See Section 1.35(A).	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) <input type="checkbox"/> Per Diem Employees.	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k) <input type="checkbox"/> Describe exclusion: _____	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(l) <input type="checkbox"/> Describe exclusion: _____ (e.g., exclude hourly paid employees).					

[Note: The Employer may not complete Election 7(l) in a manner which would violate the universal availability rule of Treas. Reg. §1.403(b)-5(b), after taking into consideration the entity rules of Treas. Reg. §1.403(b)-5(b)(3) and the transition rules of Treas. Reg. §1.403(b)-10(d). Accordingly, Election 7(m) may only be used to provide an exclusion for Elective Deferrals if the Employer is a Church or the excluded Employees are eligible to make elective deferrals under another 403(b), 401(k) or governmental 457(b) plan of the Employer.]

[Note: Any exclusion under Election 7(k) or 7(l), except for Employees who normally work less than 20 hours per week, may not be based on age or Service. See Election 14 for eligibility conditions based on age or Service.]

8. **COMPENSATION** (1.11). The following Compensation (as adjusted under Elections 9 and 10) applies in allocating Employer Contributions (or the designated contribution type) (Choose one or more of (a) through (e). Choose (f) if applicable.):

[Note: Unless described otherwise in Election 8(e), Elective Deferrals includes Pre-Tax Deferrals and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions. In applying any Plan definition which references Section 1.11 Compensation, where the Employer in this Election 8 elects more than one Compensation definition for allocation purposes, the Plan Administrator will use W-2 wages for such other Plan definitions if the Employer has elected W-2 wages for any Contribution Type or Participant group under Election 8. If the Employer has not elected W-2 wages, the Plan Administrator for such other Plan definitions will use 415 Compensation.]

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	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(a) <input checked="" type="checkbox"/> W-2 wages increased by Elective Deferrals.	<input checked="" type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> Code §3401 federal income tax withholding wages increased by Elective Deferrals.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> 415 Compensation.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> Describe Compensation by Contribution Type or by Participant Group: _____	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> Describe Compensation by Contribution Type or by Participant Group: _____					

[Note: Under Election 8(d) or 8(e), the Employer may: (i) elect Compensation from the elections available under Elections 8(a), (b), (c) or (d), or a combination thereof as to a Participant group (e.g., W-2 Wages for Matching Contributions for Campus A Employees and 415 Compensation in all other cases); and/or (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately preceding Election 8(a).]

(f) ☐ Allocate based on specified 12-month period.
The allocation of all Contribution Types (or specified Contribution Types) will be made based on Compensation within a specified 12-month period ending within the Plan Year as follows:

9. PRE-ENTRY/POST-SEVERANCE COMPENSATION (1.11(H)(I)). Compensation under Election 8:

[Note: For this Election 9, unless described otherwise in Elections 9(c), 9(d), 9(n) or 9(o), Elective Deferrals includes Pre-Tax Deferrals and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions.]

	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
Pre-Entry Compensation (Choose one or more of (a), (b) or (c). Choose Contribution Type as applicable.):					
(a) <input type="checkbox"/> Plan Year. Compensation for the entire Plan Year which includes the Participant's Entry Date. [Note: If the Employer under Election 8(f) elects to allocate some or all Contribution Types based on a specified 12-month period, Election 9(a) applies to that 12-month period in lieu of the Plan Year.]	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input checked="" type="checkbox"/> Participating Compensation. Only Participating Compensation. See Section 1.11(H)(1).	<input checked="" type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> Describe Pre-Entry Compensation _____	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

[Note: Under a Participating Compensation election, in applying any Adoption Agreement elected contribution limit or formula, the Plan Administrator will count only the Participant's Participating Compensation. See Section 1.11(H)(1) as to plan disaggregation.]

(d) ☐ Describe Pre-Entry Compensation by Contribution Type or by Participant group: _____

[Note: Under Election 9(c) or 9(d), the Employer may: (i) elect Compensation from the elections available under Pre-Entry Compensation or a combination thereof as to a Participant group (e.g., Participating Compensation for all Contribution Types as to Campus A Employees, Plan Year Compensation for all Contribution Types to Campus B Employees) and/or (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately preceding Pre-Entry Compensation.]

Post-Severance Compensation. The following adjustments apply to Post-Severance Compensation paid within any applicable time period as may be required (Choose (e), (f) or (g).):

[Note: Under the basic plan document, if the Employer does not elect any adjustments, Post-Severance Compensation includes regular pay, leave cash-outs, and deferred compensation, and excludes disability continuation payments and does not count Deemed Includible Compensation.]

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- (e) ☐ None. The Plan includes post-severance regular pay, leave cash-outs, and deferred compensation, and excludes post-severance disability continuation payments, and Deemed Includible Compensation as to any Contribution Type except as required under the basic plan document (*skip to Election 10*).
- (f) ☒ Same for all Contribution Types. The following adjustments to Post-Severance Compensation apply to all Contribution Types (*Choose one or more of (i) through (o). Choose column (1) for each option elected at (i) through (n).*):
- (g) ☐ Adjustments - different conditions apply. The following adjustments to Post-Severance Compensation apply to the designated Contribution Types (*Choose one or more of (h) through (o). Choose Contribution Type as applicable.*):

	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
Post-Severance Compensation:					
(h) <input type="checkbox"/> None. The Plan takes into account Post-Severance Compensation as to the designated Contribution Types as specified under the basic plan document.	N/A (See Election 9(e))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) <input type="checkbox"/> Exclude All. Exclude all Post-Severance Compensation. [Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).]	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) <input type="checkbox"/> Regular Pay. Exclude Post-Severance Compensation composed of regular pay. See Section 1.11(I)(1)(a). [Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).]	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k) <input checked="" type="checkbox"/> Leave cash-out. Exclude Post-Severance Compensation composed of leave cash-out. See Section 1.11(I)(1)(b).	<input checked="" type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(l) <input checked="" type="checkbox"/> Deferred Compensation. Exclude Post-Severance Compensation composed of deferred compensation. See Section 1.11(I)(1)(c).	<input checked="" type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(m) <input type="checkbox"/> Salary continuation for disabled Participants. Include Post-Severance Compensation composed of salary continuation for disabled Participants. See Section 1.11(I)(2). (<i>Choose a. or b.</i>):	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. <input type="checkbox"/> For NHCEs only. The salary continuation will continue for the following fixed or determinable period: _____ (<i>specify period, e.g., "ten years" or "term of disability policy"</i>).					
b. <input type="checkbox"/> For all Participants. The salary continuation will continue for the following fixed or determinable period: _____ (<i>specify period; e.g., "ten years" or "term of disability policy"</i>).					
(n) <input type="checkbox"/> Describe Post-Severance Compensation by Contribution Type or by Participant group:	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(o) <input type="checkbox"/> Describe Post-Severance Compensation by Contribution Type or by Participant group:					

[Note: Under Election 9(n) or 9(o), the Employer may: (i) elect Compensation from the elections available under Post-Severance Compensation or a combination thereof as to a Participant group (e.g., Include regular pay Post-Severance Compensation for all Contribution Types as to Campus A Employees, no Post-Severance Compensation for all Contribution Types to Campus B Employees) and/or (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately preceding Pre-Entry Compensation.]

10. **EXCLUDED COMPENSATION** (1.11(G)). Apply the following additional exclusions or other adjustments to Compensation Elections under 8 and 9 (Choose (a), (b) or (c).):

- (a) ☒ **No exclusions.** Compensation as to all Contribution Types means Compensation as elected in Elections 8 and 9 (skip to Election 11).
- (b) ☐ **Exclusions - same for all Contribution Types.** The following exclusions apply to all Contribution Types (Choose one or more of (f) through (n). Choose column (1) for each option elected at (f) through (n).):
- (c) ☐ **Exclusions - different conditions apply.** The following exclusions apply for the designated Contribution Types (Choose one or more of (d) through (n) below. Choose Contribution Type as applicable.):

[Note: For this Election 10, unless described otherwise in Election 10(n), Elective Deferrals includes Pre-Tax Deferrals and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions.]

Compensation Exclusions	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(d) <input type="checkbox"/> No exclusions. No exclusion as to the designated Contribution Type(s).	N/A (See Election 10(a))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> Elective Deferrals. See Section 1.24. (e.g., exclusions under Code §§ 401(k), 125, 132(f)(4), 403(b), 414(h)(2) pickup, & 457).	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input type="checkbox"/> Fringe benefits. As described in Treas. Reg. §1.414(s)-1(c)(3) (e.g., reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation and welfare benefits).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) <input type="checkbox"/> Compensation exceeding \$_____.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) <input type="checkbox"/> Bonus.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) <input type="checkbox"/> Commission.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) <input type="checkbox"/> Overtime.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k) <input type="checkbox"/> Leave of Absence Pay.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(l) <input type="checkbox"/> Related Employers. See Section 1.29(B). (If there are Related Employers, choose one or both of a. and b.):					
a. <input type="checkbox"/> Non-Participating. Compensation paid to Employees by a Related Employer that is not a Participating Employer.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. <input type="checkbox"/> Participating. As to the Employees of any Participating Employer, Compensation paid by any other Participating Employer to its Employees. See Election 26(f).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(m) <input type="checkbox"/> Describe Compensation adjustment(s):	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(n) <input type="checkbox"/> Describe Compensation adjustment(s):					

[Note: Under Election 10(m) or 10(n), the Employer may: (i) describe Compensation from the elections available under Elections 10(d) through (l), or a combination thereof as to a Participant group (e.g., No exclusions as to Campus A Employees and exclude bonus as to Campus B Employees); (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately following Election 10(c) (e.g., Elective Deferrals means \$125 cafeteria deferrals only OR Exclude bonus as to Nonelective Contributions); and/or (iii) describe another exclusion (e.g., Exclude shift differential pay). Any adjustment must be definitely determinable.]

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11. **HOURS OF SERVICE (1.40).** The Plan credits Hours of Service for the following purposes (and to the Employees) as follows: *(Hours of Service for Eligibility as defined below also applies to the application of the exclusion for Employees who normally work less than 20 hours per week (Election 7(f)). (Choose one or more of (a) through (e)).*

	(1) All Purposes	(2) Eligibility	(3) Vesting	(4) Allocation Conditions
(a) <input checked="" type="checkbox"/> Actual (hourly) Method.	<input checked="" type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> Equivalency Method: _____ <i>(e.g., daily, weekly, etc.)</i>	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> Elapsed Time Method. See Section 1.40(D)(3).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> Actual (hourly) and Equivalency other. Equivalency Method: _____ <i>(e.g., daily, weekly, etc.)</i> for Employees for whom records or actual Hours of Service are not maintained or available (e.g., salaried Employees), and Actual Method for all other Employees.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> Describe: _____				

[Note: Under Election 11(e), the Employer may describe Hours of Service from the elections available under Elections 11(a) through (d), or a combination thereof as to a Participant group and/or Contribution Type (e.g., For all purposes, Actual Method applies to staff and Equivalency Method applies to faculty).]

12. **ELECTIVE SERVICE CREDITING (1.66(A)).** The Plan must credit Related Employer Service under Section 1.29(B) and also must credit certain Predecessor Employer/Predecessor Employer Service under Section 1.66(B). If the Plan is a Multiple Employer Plan, the Plan also must credit Service as provided in Section 10.07. The Plan also elects under Section 1.66(C) to credit as Service the following Predecessor Employer Service *(Choose (a) OR (b).)*:

(a) ☒ **Not applicable.** No elective Predecessor Employer Service crediting applies.

(b) ☐ **Predecessor Employer.** The Plan credits the specified service with the following designated Predecessor Employers as Service for the Employer for the purposes indicated *(Complete (1). Choose (2) and/or (3) if applicable):*

(1) Employer/Purposes. Credit as Service, service with the following Predecessor Employer(s) for the designated purpose(s) <i>(Choose one or more):</i>	(1) All Purposes	(2) Eligibility	(3) Vesting	(4) Allocation Conditions
a. <input type="checkbox"/> Employer: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. <input type="checkbox"/> Employer: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. <input type="checkbox"/> Employer: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. <input type="checkbox"/> Type of Predecessor. Credit service with any Predecessor Employer which is <i>(Choose one or more of i. - v.):</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. <input type="checkbox"/> An Educational Organization.				
ii. <input type="checkbox"/> An Educational Organization providing post-secondary education.				
iii. <input type="checkbox"/> An Eligible Employer.				
iv. <input type="checkbox"/> A nonprofit research institution.				
v. <input type="checkbox"/> Other: _____ <i>(specify organization type)</i>				

(2) ☐ **Time period.** Subject to any exceptions noted under Election 12(b)(3), the Plan credits as Service under Election 12(b)(1), all service regardless of when rendered unless a. and/or b. is elected below *(Choose a. and/or b. if applicable):*

a. ☐ **Service after.** All service, which is or was rendered after: _____ *(specify date).*

b. ☐ **Service before.** All service, which is or was rendered before: _____ *(specify date).*

(3) ☐ **Describe elective Predecessor Employer Service crediting:**

[Note: Under Election 12(b)(3), the Employer may describe service crediting from the elections available under Elections 12(b)(1) or (2), or a combination thereof as to a Participant group and/or Contribution Type (e.g., For all purposes credit all service with X, but credit service with Y only on/after 1/1/05 OR Credit all service for all purposes with entities the Employer acquires after 12/31/04 OR Service crediting for X Campus applies only for purposes of Nonelective Contributions and not for Matching Contributions).]

**ARTICLE 2
ELIGIBILITY REQUIREMENTS**

13. **ELIGIBILITY/ELECTIVE DEFERRALS (Universal Availability) (2.01(A)).** An Employee (other than an Excluded Employee) generally becomes a Participant in the Elective Deferral portion of the Plan as soon as administratively feasible on or after the Employee's first day of employment with the Employer, as more fully described in Section 2.01(A). *[Note: Elections 14 - 17 do not apply to Elective Deferrals.]*

14. **ELIGIBILITY NONELECTIVE/MATCHING/EMPLOYEE CONTRIBUTIONS (2.01(B)).** To become a Participant in all applicable contributions under the Plan, an Employee must satisfy the following eligibility condition(s). All applicable contributions under the Plan include the Matching, Nonelective and Employee Contributions. *(Choose (a)(1) or choose one or more of (a) through (i) as applicable. Choose (j), (k) and/or (l) if applicable.)*

[Note: For this Election 14, unless described otherwise in Election 14(i), or the context otherwise requires, Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions unless otherwise elected at 14(k).]

	(1) All Applicable Contributions		(2) Matching		(3) Nonelective		(4) Employee/ Mandatory
(a) <input type="checkbox"/> None. Entry on Employment Commencement Date or if later, upon the next following Entry Date.	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(b) <input type="checkbox"/> Age: _____	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(c) <input type="checkbox"/> One Year of Service.	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(d) <input type="checkbox"/> Two Years of Service (without an intervening Break in Service.)	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(e) <input type="checkbox"/> _____ Years of Service (without an intervening Break in Service.)	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(f) <input type="checkbox"/> _____ months Service need not be continuous (mere passage of time).	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(g) <input type="checkbox"/> _____ month period from the Eligible Employee's employment commencement date and during which at least _____ Hours of Service are completed in each month. The months during which the Employee completes the specified Hours of Service <i>(Choose one of (1) or (2).)</i> :	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(1) <input type="checkbox"/> Consecutive. Must be consecutive.							
(2) <input type="checkbox"/> Not consecutive. Need not be consecutive.							
(h) <input type="checkbox"/> Describe eligibility conditions: _____	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>

(i) ☐ Describe eligibility conditions: _____

[Note: The Employer may use Election 14(h) or 14(i) to describe different eligibility conditions (e.g., for all contributions, no eligibility requirements for faculty Employees and One Year of Service as to administrative staff Employees).]

(j) ☐ Special eligibility Effective Date *(Choose (1) and/or (2) if applicable.)*

- (1) ☐ Waiver of eligibility conditions for certain Employees. The eligibility conditions and entry dates apply solely to an Eligible Employee employed or reemployed by the Employer after _____ *(specify date)*. If the Eligible Employee was employed or reemployed by the Employer by the specified date, the Employee will become a Participant on the latest of: (i) the Effective Date; (ii) the restated Effective Date; (iii) the Employee's Employment Commencement Date or Re-Employment Commencement Date; or (iv) the date the Employee attains age _____ *(not exceeding age 21)*.

[Note: If the Employer does not wish to impose an age condition under clause (iv) as part of the requirements for the eligibility conditions waiver, leave the age blank.]

(2) ☐ Describe special eligibility Effective Date(s): _____

[Note: Under Election 14(j)(2), the Employer may describe special eligibility Effective Dates as to a Participant group and/or Contribution Type.]

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(k) ☐ **Mandatory Contribution - eligibility conditions.** If different conditions apply to Mandatory and Employee (after-tax) Contributions, to become a Participant with respect to Mandatory Contributions, an Employee must satisfy the following eligibility condition(s). (Choose (1) or (2) if applicable):

- (1) ☐ **No conditions.**
- (2) ☐ **Conditions apply.** To become a Participant with respect to Mandatory Contributions, an Employee must satisfy the following eligibility condition(s): (Choose one or more):
- a. ☐ **Age** _____
- b. ☐ **Year(s) of Service** _____
- c. ☐ **months Service** need not be continuous (mere passage of time).
- d. ☐ **Describe eligibility conditions:** _____

[Note: Election 14(k)(2)d. may only be used to describe different eligibility conditions in a manner consistent with the parameters set forth in the Notes following Elections 14(i).]

- (l) ☐ **Employer maintains another plan.** The Employer maintains another plan providing for elective deferrals that satisfies the universal availability requirements under Code §403(b)(12). Instead of satisfying the universal availability requirements in this plan, the eligibility conditions for the following contribution source will also apply for Elective Deferral purposes. (Choose one)
- (1) ☐ **Matching**
- (2) ☐ **Nonelective**
- (3) ☐ **Employee/Mandatory**

15. **YEAR OF SERVICE - ELIGIBILITY (2.02(A)).** (Complete (b). Choose (a) if other than 1,000 Hours of Service. Choose (c) if applicable): [Note: If the Employer under Election 14 elects a one or two Year(s) of Service condition or elects to apply a Year of Service for eligibility under any other Adoption Agreement election, the Employer should complete Election 15. The Employer should not complete Election 15 if it elects the Elapsed Time Method for eligibility.]

- (a) ☐ **Year of Service.** An Employee must complete _____ Hour(s) of Service during the relevant Eligibility Computation Period to receive credit for one Year of Service under Article 2: [Note: If left blank, the requirement is 1,000 Hours of Service.]
- (b) **Subsequent Eligibility Computation Periods.** After the Initial Eligibility Computation Period described in Section 2.02(C), the Plan measures Subsequent Eligibility Computation Periods as (Choose (1) or (2)):
- (1) ☐ **Plan Year.** The Plan Year, beginning with the Plan Year which includes the first anniversary of the Employee's Employment Commencement Date.
- (2) ☐ **Anniversary Year.** The Anniversary Year, beginning with the Employee's second Anniversary Year.

[Note: To maximize delayed entry under a two Years of Service condition for Nonelective Contributions or Matching Contributions, the Employer should elect to remain on the Anniversary Year for such contributions.]

- (c) ☐ **Describe:** _____
(e.g., Anniversary Year as to faculty and Plan Year as to other employees OR 500 Hours of Service for Matching Contributions and 1,000 Hours of Service for Nonelective Contributions.)

16. **ENTRY DATE (2.02(D)).** The Entry Date means the Effective Date and (Choose one or more of (a) through (f); select (g) if applicable):

[Note: For this Election 16, unless described otherwise in Election 16(f), Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions unless otherwise elected at 16(g).]

	(1) All Applicable Contributions	(2) Matching	(3) Nonelective	(4) Employee/ Mandatory
(a) <input type="checkbox"/> Semi-annual. The first day of the first month and of the seventh month of the Plan Year.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> First day of Plan Year.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> First day of each Plan Year quarter.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> The first day of each month.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> Immediate. Upon Employment Commencement Date or if later, upon satisfaction of eligibility conditions.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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(f) ☐ Describe: _____

(e.g., Immediate as to faculty Employees and semi-annual as to administrative staff Employees.)

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Mandatory Contribution - entry date (Choose if applicable):(g) ☐ **Mandatory Contribution - entry date.** If a different entry date applies to Mandatory and Employee (after-tax) Contributions, the Entry Date for Mandatory Contributions means (Choose one):

- (1) ☐ **Semi-annual.** The first day of the first month and of the seventh month of the Plan Year.
- (2) ☐ **First day of Plan Year.**
- (3) ☐ **The first day of each month.**
- (4) ☐ **Immediate.** Upon Employment Commencement Date or if later, upon satisfaction of eligibility conditions.
- (5) ☐ **Describe:** _____
(e.g., Immediate as to faculty Employees and semi-annual as to administrative staff Employees.)

17. **PROSPECTIVE/RETROACTIVE ENTRY DATE (2.02(D)).** An Eligible Employee after satisfying the eligibility conditions in Election 14 will become a Participant for all applicable contributions on the Entry Date immediately following or coincident with the date the Employee completes the eligibility conditions (if employed on that date) unless otherwise elected below (Choose one if applicable):

- (a) ☐ **Immediately following** the date the Employee completes the eligibility conditions.
- (b) ☐ **Immediately preceding or coincident with** the date the Employee completes the eligibility conditions.
- (c) ☐ **Immediately preceding** the date the Employee completes the eligibility conditions.
- (d) ☐ **Nearest** the date the Employee completes the eligibility conditions.
- (e) ☐ **Describe:** _____
(e.g., nearest as to faculty Employees and immediately following as to administrative staff Employees)

ARTICLE 3 PLAN CONTRIBUTIONS

AMOUNT AND TYPE(S) (3.01). The amount and type(s) of contributions for a Plan Year or other specified period are those described in Election 6 above and in the Article 3 elections below.

18. **MANDATORY EMPLOYEE CONTRIBUTIONS (3.04(A)(3)).** The Mandatory Employee Contributions under Election 6(a) are subject to the following additional elections. The Plan will hold and administer Mandatory Employee Contributions as pretax Nonelective Contributions.

Amount of Mandatory Employee Contribution. The Employer shall withhold the following Mandatory Employee Contributions from Participant Compensation and contribute them. (Choose (a), (b) or (c).):

- (a) ☐ **Uniform %.** _____ % of each Participant's Compensation, per Plan Year.
- (b) ☐ **Fixed dollar amount.** \$ _____, per Plan Year.
- (c) ☐ **Describe:** _____ (e.g., The greater of \$500 or 3% of each Participant's Compensation, per Plan Year. The time period is the Plan Year unless otherwise elected at (f) below.)

[Note: The Employer under Election 18(c) may specify any definitely determinable Mandatory Employee Contribution formula not described under Elections 18(a) or (b) and/or the Employer may describe different Mandatory Employee Contributions as applicable to different Participant groups.]

Type of Mandatory Employee Contribution. The Mandatory Employee Contribution is being made in accordance with the following (Choose one):

- (d) ☐ **Condition of employment.** The Mandatory Employee Contribution is a condition of employment.
- (e) ☐ **Irrevocable Election.** An Eligible Employee may make, on or before first being eligible to participate under any plan of the Employer, an irrevocable election to contribute to the Plan the Mandatory Employee Contribution. (Choose one):
- (1) ☐ **Participation Condition.** No Eligible Employee will become a Participant in the Plan unless the Employee makes such an irrevocable election. This condition will not apply to Elective Deferrals to the extent it would violate the universal availability rule of Treas. Reg. §1.403(b)-5.
- (2) ☐ **Employer Contribution Condition.** No Eligible Employee will be eligible to receive an allocation of Employer Contributions in the Plan unless the Employee makes such an irrevocable election.

(f) ☐ Time period. Instead of the Plan Year, the time period will be per _____ (e.g., month, Hour of Service, per Participant per month).

(g) ☐ Describe additional conditions related to Mandatory Employee Contributions _____

19. AUTOMATIC DEFERRAL (ACA/EACA) (3.02(B)). The Automatic Deferral provisions of Section 3.02(B) (Choose (a) or (b). Also see Election 20 regarding Automatic Escalation of Salary Reduction Agreements.):

[Note: The Employer should confirm that Automatic Deferral provisions are permissible under applicable law.]

(a) ☒ Do not apply. The Plan is not an ACA or EACA (skip to Election 20).

(b) ☐ Apply. The Automatic Deferral Effective Date is the effective date of automatic deferrals or, as appropriate, any subsequent amendment thereto. (Complete (1), (2) and (3). Complete (4) and (5) if an EACA. Choose (6) if applicable.):

(1) Type of Automatic Deferral Arrangement. The Plan is an (Choose a. or b.):

a. ☐ ACA. The Plan is an Automatic Contribution Arrangement (ACA) under Section 3.02(B)(1).

b. ☐ EACA. The Plan is an Eligible Automatic Contribution Arrangement (EACA) under Section 3.02(B)(2).

(2) Participants affected. The Automatic Deferral applies to (Choose a., b., c. or d. Choose e. if applicable.):

a. ☐ All Participants. All Participants, regardless of any prior Salary Reduction Agreement, unless and until they make a Contrary Election after the Automatic Deferral Effective Date.

b. ☐ Election of at least Automatic Deferral Percentage. All Participants, except those who have in effect a Salary Reduction Agreement on the Automatic Deferral Effective Date provided that the Elective Deferral amount under the Agreement is at least equal to the Automatic Deferral Percentage.

c. ☐ No existing Salary Reduction Agreement. All Participants, except those who have in effect a Salary Reduction Agreement on the Automatic Deferral Effective Date regardless of the Elective Deferral amount under the Agreement.

d. ☐ New Participants. Each Employee whose Entry Date is on or following the Automatic Deferral Effective Date.

e. ☐ Describe affected Participants: _____

[Note: The Employer in Election 19(b)(2)e. may further describe affected Participants, e.g., non-Collective Bargaining Employees OR Campus A Employees. All Employees eligible to defer must be Covered Employees to apply the 6-month correction period without excise tax under Code §4979.]

(3) Automatic Deferral Percentage/Scheduled increases. (Choose a., b., c. or d.):

a. ☐ Fixed percentage. The Employer, as to each Participant affected, will withhold as the Automatic Deferral Percentage, _____% from the Participant's Compensation each payroll period unless the Participant makes a Contrary Election. The Automatic Deferral Percentage will or will not increase in Plan Years following the Plan Year containing the Automatic Deferral Effective Date (or, if later, the Plan Year or partial Plan Year in which the Automatic Deferral first applies to a Participant) as follows (Choose e., f. or g.):

b. ☐ Increasing schedule. The Automatic Deferral Percentage will be:

<u>Plan Year of application to a Participant</u>	<u>Automatic Deferral Percentage</u>
1	3%
2	3%
3	4%
4	5%
5 and thereafter	6%

c. ☐ Other increasing schedule. The Automatic Deferral Percentage will be:

<u>Plan Year of application to a Participant</u>	<u>Automatic Deferral Percentage</u>
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

d. ☐ Describe Automatic Deferral percentage: _____

If (3)a. or (3)d. selected, choose one of the following:

- e. ☐ No scheduled increase. The Automatic Deferral Percentage applies in all Plan Years.
- f. ☐ Automatic increase. The Automatic Deferral Percentage will increase by _____% per year up to a maximum of _____% of Compensation.
- g. ☐ Describe increase: _____

Change Date. If Election 19(b)(3)b., c., f. or g. is selected, Elective Deferrals will increase on the following day each Plan Year:

- h. ☐ First day of the Plan Year.
- i. ☐ Other: _____ (must be a specified or definitely determinable date that occurs at least annually)

First Year of Increase. The automatic increase under Election 19(b)(3)c., f. or g. will apply to a Participant beginning with the first Change Date after the Participant first has automatic deferrals withheld, unless otherwise elected below (leave blank if not applicable):

- j. ☐ The increase will apply as of the second Change Date thereafter.
- k. ☐ Describe first year increase: _____
(e.g., the increase will apply on the Change Date occurring on or after the Participant has been automatically enrolled for 3 months).

(4) **EACA permissible withdrawal.** The permissible withdrawal provisions of Section 3.02(B)(2)(c) (Choose a., b. or c.):

- a. ☐ Do not apply.
- b. ☐ 90 day withdrawal. Apply within 90 days of the first Automatic Deferral.
- c. ☐ 30-90 day withdrawal. Apply, within _____ days of the first Automatic Deferral (may not be less than 30 nor more than 90 days).

(5) **Contrary Election/Covered Employee.** Any Participant who makes a Contrary Election (Choose a. or b.; leave blank if an ACA):

- a. ☐ **Covered Employee.** Is a covered employee and continues to be covered by the EACA provisions. [Note: Under this Election, the Participant's Contrary Election will remain in effect, but the Participant must receive the EACA annual notice.]
- b. ☐ **Not a Covered Employee.** Is not a Covered Employee and will not continue to be covered by the EACA provisions. [Note: Under this Election, the Participant no longer must receive the EACA annual notice.]

(6) ☐ **Describe Automatic Deferral:** _____

[Note: Under Election 19(b)(6), the Employer may describe Automatic Deferral provisions from the elections available under Election 19 and/or a combination thereof as to a Participant group (e.g., Automatic Deferrals do not apply to Campus A Employees. All Campus B Employee/Participants are subject to an Automatic Deferral Amount equal to 3% of Compensation effective as of January 1, 2017).]

20. **AUTOMATIC ESCALATION (3.02(G)).** The Automatic Deferral provisions of Section 3.02(G). (Choose (a) or (b). See Election 19 regarding Automatic Deferrals. Automatic Escalation applies to Participants who have a Salary Reduction Agreement in effect.):

- (a) ☒ Do not apply.
- (b) ☐ Apply. (Complete (1), (2), (3), and if appropriate (4).):
- (1) **Participants affected.** The Automatic Deferral applies to (Choose a., b. or c.):

- a. ☐ **All Deferring Participants.** All Participants who have a Salary Reduction Agreement in effect to defer at least _____% of Compensation.
- b. ☐ **New Deferral Elections.** All Participants who file a Salary Reduction Agreement after the effective date of this Election, or, as appropriate, any amendment thereto, to defer at least _____% of Compensation.
- c. ☐ **Describe affected Participants:** _____

[Note: The Employer in Election 20(b)(1)b. may further describe affected Participants, e.g., non-Collective Bargaining Employees OR Campus A Employees. The group of Participants must be definitely determinable and if an EACA under Election 19, must be uniform.]

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(2) Automatic Increases. (Choose a. or b.):

- a. ☐ Automatic increase. The Participant's Elective Deferrals will increase by _____ % per year up to a maximum of _____ % of Compensation unless the Participant has filed a Contrary Election after the effective date of this Election or, as appropriate, any amendment thereto.
- b. ☐ Describe increase: _____

[Note: The Employer in Election 20(b)(2)b. may define different increases for different groups of Participants or may otherwise limit Automatic Escalation. Any such provisions must be definitely determinable.]

(3) Change Date. The Elective Deferrals will increase on the following day each Plan Year:

- a. ☐ First day of the Plan Year.
- b. ☐ Other: _____ (must be a specified or definitely determinable date that occurs at least annually)

(4) First Year of Increase. The automatic escalation provision will apply to a Participant beginning with the first Change Date after the Participant files a Salary Reduction Agreement (or, if sooner, the effective date of this Election, or, as appropriate, any amendment thereto), unless otherwise elected below:

- a. ☐ The escalation provision will apply as of the second Change Date thereafter.
- b. ☐ Describe first year increase: _____
(e.g., the increase will apply on the Change Date occurring on or after the Participant has been automatically enrolled for 3 months).

21. CATCH-UP DEFERRALS (3.02(D)/(E)). A Participant otherwise eligible to do so (Choose (a) or (b)):(a) ☒ Permitted. May make the following Catch-Up Deferrals to the Plan. (Choose one or both of (1) and (2)):

- (1) ☒ Age 50 Catch-Up.
- (2) ☐ Qualified Organization (defined in Section 3.02(D)(2)) Catch-Up.

(b) ☐ Not Permitted. May not make any Catch-Up Deferrals to the Plan.

22. MATCHING CONTRIBUTIONS (3.03(A)). The Employer Matching Contributions under Election 6(c) are subject to the following additional elections regarding type (discretionary/fixed), rate/amount, limitations and time period (collectively, such elections are "the matching formula") and the allocation of Matching Contributions is subject to Section 3.06 except as otherwise provided. (Choose one or more of (a) through (h); then, for the elected match, complete (1), (2) and/or (3) as applicable. If the Employer completes (2) or (3), also complete (4), (5) or (6)):

	(1) Match Rate/Amt [\$/% of Elective Deferrals]	(2) Limit on Deferrals Matched [\$/% of Compensation]	(3) Limit on Match Amount [\$/% of Compensation]	(4) Apply limit(s) per Plan Year ["true-up"]	(5) Apply limit(s) per payroll period [no "true-up"]	(6) Apply limit(s) per designated time period [no "true-up"]
(a) <input type="checkbox"/> Discretionary - see Section 1.47(B) (The Employer may, but is not required to complete (a)(1)-(6). See the "Note" following Election 22.)	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> Fixed - uniform rate/amount	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> Fixed - tiered	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Elective Deferral %	Matching Rate				
(e.g., up to 3)	_____ %	_____ %				
(e.g., more than 3 up to 5)	_____ %	_____ %				
	_____ %	_____ %				
	_____ %	_____ %				

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(d) ☐ Fixed - Years of Service

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	Years of Service	Matching Rate
(e.g., up to 2)	_____	_____%
(e.g., more than 2 up to 5)	_____	_____%
	_____	_____%
	_____	_____%

"Years of Service" under this Election 22(d) means (Choose a. or b.):

- a. ☐ **Eligibility.** Years of Service for eligibility in Election 15.
 b. ☐ **Vesting.** Years of Service for vesting in Elections 37 and 38.

(e) ☐ Fixed - Based on age at end of period

Age	Matching Rate
_____	_____%
_____	_____%
_____	_____%
_____	_____%

(f) ☐ Fixed - Job location or classification
(must be objectively determinable)

Location or Class	Matching Rate
_____	_____%
_____	_____%
_____	_____%
_____	_____%

(g) ☐ **Fixed Percent of Compensation.** _____% of Compensation provided the Participant's Elective Deferrals equal or exceed _____% of the Participant's Compensation.

(h) ☐ **Describe:** _____

(e.g., A discretionary match applies to staff members. A fixed match equal to 50% of Elective Deferrals not exceeding 6% of Plan Year Compensation applies to professors.)

[Note: A Participant's Elective Deferral percentage is equal to the Participant's Elective Deferrals (or such other amounts specified in this Adoption Agreement) being matched divided by the Participant's Compensation. The matching rate/amount is the specified rate/amount of match for the corresponding Elective Deferral amount/percentage. The Employer under Election 22(a) in its discretion may determine the amount of a Discretionary Matching Contribution and the matching contribution formula or formulas. Alternatively, the Employer in Election 22(a) may specify the Discretionary Matching Contribution formula.]

Additional Provisions (Choose if applicable)

Contributions that are matched. Matching Contributions are made only with respect to Elective Deferrals (includes Pre-Tax and Roth Elective Deferrals) unless otherwise elected below. (Choose if applicable):

(i) ☐ Matching contributions will only be made with respect to the following (Choose one or more):

- (1) ☐ Pre-Tax Elective Deferrals.
- (2) ☐ Roth Elective Deferrals.
- (3) ☐ Employee (after-tax) Contributions.
- (4) ☐ Elective Deferrals made to the following plan: _____ (enter name of plan).
- (5) ☐ Describe: _____

Participating Employers. The Matching Contributions will be allocated to all Participants regardless of which Employer directly employs them and regardless of whether their direct Employer made Matching Contributions for the Plan Year unless otherwise elected below or specified in a participation agreement. (Choose if applicable):

(j) ☐ The Plan Administrator will allocate the Matching Contributions made by the Signatory Employer and by any Participating Employer only to the Participants directly employed by the contributing Employer.

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23. **MATCHING CATCH-UP DEFERRALS (3.03(B)).** If a Participant makes an Age 50 Catch-Up or a Qualified Organization Catch-Up (15-year catch-up), the Employer (Choose (a), (b) or (c) as appropriate, selecting the relevant Catch-Up Deferrals):

- | | Age 50
Catch-Ups | Qualified
Organization
Catch-Ups |
|---|--------------------------|--|
| (a) <input type="checkbox"/> Match. Will match the Catch-Up Deferrals. | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) <input type="checkbox"/> No Match. Will not match the Catch-Up Deferrals. | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) <input type="checkbox"/> Describe. _____
<i>(e.g., Will apply the discretionary matching contribution to Catch-Up Deferrals but will not apply the fixed matching contribution to catch-up deferrals)</i> | | |

24. [Reserved]

25. **NONELECTIVE CONTRIBUTIONS (TYPE/AMOUNT): (3.04(A)).** The Employer Nonelective Contributions under Election 6(d) are subject to the following additional elections as to type and amount. All Nonelective Contributions, other than those described in (f), are limited to Participants who have Compensation (and may be further limited as described elsewhere in the Plan or this Adoption Agreement. (Choose one or more of (a) through (d) as applicable.):

- (a) ☐ **Discretionary.** An amount the Employer in its sole discretion may determine.
- (b) ☐ **Fixed.** (Choose one or more of (1) through (8). Reference to Participants are limited to Participants eligible to receive an allocation of Nonelective Contributions.):
- (1) ☐ **Uniform %.** ____% of each Participant's Compensation, per _____ (e.g., Plan Year, month).
- (2) ☐ **Fixed dollar amount.** \$_____, per _____ (e.g., Plan Year, month, Hour of Service, per Participant per month).
- (3) ☐ **Age-Graded.** The following percentage of each Participant's Compensation based on the Participant's age on the last day of the Plan Year.

Age	Contribution Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%

- (4) ☐ **Service-Graded.** The following percentage of each Participant's Compensation based on the Participant's Years of Service.

Years of Service	Contribution Percentage
(e.g., up to 2) _____	_____%
(e.g., more than 2 up to 5) _____	_____%
_____	_____%
_____	_____%

"Years of Service" under this Election 25(b)(4) means (Choose i. or ii.):

- i. ☐ **Eligibility.** Years of Service for eligibility in Election 15.
- ii. ☐ **Vesting.** Years of Service for vesting in Elections 37 and 38.
- (5) ☐ **Job Classification or Business Location.** The following percentage of each Participant's Compensation based on the Participant's job classification (must be objectively determinable) or business location.
- | Job Classification or Business Location | Contribution Percentage |
|---|-------------------------|
| _____ | _____% |
| _____ | _____% |
| _____ | _____% |
| _____ | _____% |
- (6) ☐ **Contract Incorporation.** Contributions will be made pursuant to the terms of a collective bargaining agreement or other written document relating to the Employees of the Employer. The relevant portions of the agreement or document will be attached hereto as an appendix to the Adoption Agreement and are incorporated herein by this reference.
- (7) ☐ **Unused accumulated leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated leave (as selected below). Only unpaid accumulated leave for which the Employee has no right to receive in cash may be included.

Conversion. The following types of unused accumulated leave may be converted under the Plan (*choose all that apply*):

- a. ☐ Sick leave
- b. ☐ Vacation leave
- c. ☐ Personal leave

Eligible Employees. Only the following Participants shall receive the Employer contribution for unused accumulated leave (*choose d. and/or e.; leave blank if no limitations; provided, however, that this Plan may not be used to only provide benefits for terminated Employees*):

- d. ☐ **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (*choose all that apply; leave blank if no exclusions*):
 - i. ☐ The Former Employee must be at least age ____ (e.g., 55)
 - ii. ☐ The value of the unused accumulated leave must be at least \$ ____ (e.g., \$2,000)
 - iii. ☐ A contribution will only be made if the total hours is over ____ (e.g., 10) hours
 - iv. ☐ A contribution will not be made for hours in excess of ____ (e.g., 40) hours
- e. ☐ **Active Employees.** Employees who have not terminated service during the Plan Year and who meet the following requirements (*select all that apply; leave blank if no exclusions*):
 - i. ☐ The Employee must be at least age ____ (e.g., 55)
 - ii. ☐ The value of the unused accumulated leave must be at least \$ ____ (e.g., \$2,000)
 - iii. ☐ A contribution will only be made if the total hours are over ____ (e.g., 10) hours
 - iv. ☐ A contribution will not be made for hours in excess of ____ (e.g., 40) hours

- (8) ☐ **Describe:** _____
(e.g., The greater of \$500 or 3% of each Participant's Compensation, per Plan Year. Specify time period, e.g., per Plan Year quarter. If not specified, the time period is the Plan Year.)

[*Note: The Employer under Election 25(b)(8) may specify any Fixed Nonelective Contribution formula not described under Elections 25(b)(1) through (7) (e.g., For each Plan Year, 2% of total compensation), and/or the Employer may describe different Fixed Nonelective Contributions as applicable to different Participant groups (e.g., A Fixed Nonelective Contribution equal to 5% of Plan Year Compensation applies to Campus A Participants and a Fixed Nonelective Contribution equal to \$500 per Participant each Plan Year applies to Campus B Participants).*]

- (c) ☐ **Contribution for Deemed Disability Compensation (1.11(K)).** Include Deemed Disability Compensation. The Employer will make Nonelective Contributions for the disabled Participants defined below, based on their Deemed Disability Compensation for the following period _____. (*Specify a fixed or determinable period. Choose (1) or (2)*):

- (1) ☐ **NHCEs only.** Apply only to disabled NHCEs.
- (2) ☐ **All Participants.** Apply to all disabled Participants.

The contribution for such Participants shall be:

- (3) ☐ **Amount set forth in (a), (b) and (d).** The disabled Participants shall share in the contributions set forth in (a), (b) and (d).
- (4) ☐ **Describe:** _____ (must be definitely determinable (e.g., amount set forth in long-term disability policy).

- (d) ☐ **Describe:** _____

[*Note: Under Election 25(d), the Employer may describe the amount and type of Nonelective Contributions from the elections available under Election 25 and/or a combination thereof as to a Participant group (e.g., A Discretionary Nonelective Contribution applies to Campus A Employees. A Fixed Nonelective Contribution equal to 5% of Plan Year Compensation applies to Campus B Employees).*]

Additional Provisions (*Choose if applicable*)

- (e) ☐ **Former Employees.** The Employer will make Nonelective Contributions on behalf of former Employees in accordance with the following elections (*Choose (1), (2) or (3)*):

- (1) ☐ **Discretionary.** The Employer may contribute an amount the Employer in its sole discretion may determine with regard to one or more former Employees, to be allocated and administered as described more fully in Section 3.04(D).
- (2) ☐ **Percent of Deemed Includible Compensation.** The Employer will contribute ____ % of each Participant's Includible Compensation each Plan Year commencing with the Plan Year in which the Participant has Separated from Service and then for the next ____ calendar years (not to exceed 5 calendar years) following the Plan Year in which the Participant Separated from Service.

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(3) [] Describe: _____

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[Note: The Employer under Election 25(e)(3) may specify any definitely determinable contribution or allocation formula. No former Employee will be eligible to receive such an allocation for a calendar year beginning more than 5 years after the Employee Separated from Service.]

Eligible Former Employees. Such contributions will be made with respect to the following Participants (Choose (4) or (5)):

(4) [] All Former Employees.

(5) [] The following Former Employees (Choose one or more of a. through e.):

a. [] Union Employees. Collectively bargained employees who participate in the following unions: _____.

b. [] Non-Union Employees. Employees whose employment is not governed by a collective bargaining agreement between the Employer and employee representatives.

c. [] School superintendent.

d. [] School principals.

e. [] Describe inclusion: _____
(e.g., include administration Employees). [Note: Must be definitely determinable.]

26. NONELECTIVE CONTRIBUTION ALLOCATION (3.04(B)). The Plan Administrator, subject to Section 3.06, will allocate to each Participant any Nonelective Contribution under the following contribution allocation formula (Choose one or more of (a) through (g) as applicable.):

(a) [] Pro rata. As a uniform percentage of Participant Compensation.

(b) [] Permitted disparity (Integrated). In accordance with the permitted disparity allocation provisions of Section 3.04(B)(2), under which the "Excess Compensation" means Compensation in excess of the integration level provided below (Choose (1) or (2)):

(1) [] Percentage amount. _____% (not exceeding 100%) of the Taxable Wage Base in effect on the first day of the Plan Year, rounded to the next highest \$_____ (not exceeding the Taxable Wage Base).

(2) [] Dollar amount. The following amount: \$_____ (not exceeding the Taxable Wage Base in effect on the first day of the Plan Year).

(c) [] Incorporation of contribution formula. The Plan Administrator will allocate any Fixed Nonelective Contribution under Election 25(b) or Mandatory Employee Contributions under Election 18 in accordance with the contribution formula the Employer adopts under that Election.

(d) [] Classifications of Participants. In accordance with the classifications allocation provisions of Section 3.04(B)(3). (Complete (1) and (2).):

(1) Description of the classifications. The classifications are (Choose a. or b.):

a. [] Each in own classification. Each Participant constitutes a separate classification.

b. [] Describe the classifications: _____

[Note: Any classifications under Election 26(d) must be clearly defined in a manner that will not violate the definite predetermined allocation requirement of Treas. Reg. §1.401-1(b)(1)(ii) and can only be changed through a Plan amendment. The Employer must advise the Plan Administrator or Vendor in writing as to the allocation rate applicable to each Participant under Election 26(d)(1)a. or applicable to each classification under Elections 26(d)(1)b. for the allocation Plan Year.]

(2) Allocation method within each classification. Allocate the Nonelective Contribution within each classification as follows (Choose a., b. or c.):

a. [] Pro rata. As a uniform percentage of Compensation of each Participant within the classification.

b. [] Flat dollar. The same dollar amount to each Participant within the classification.

c. [] Describe: _____
(e.g., Allocate pro rata to group A and flat dollar to group B.)

(e) [] Age-based. In accordance with the age-based allocation provisions of Section 3.04(B)(4). The Plan Administrator will use the Actuarial Factors based on the following assumptions (Complete both (1) and (2).):

(1) Interest rate. (Choose a., b. or c.):

a. [] 7.5% b. [] 8.0% c. [] 8.5%

(2) Mortality table. (Choose a. or b.):

a. ☐ UP-1984. See Appendix C.b. ☐ Alternative:

(Specify 1983 GAM, 1983 IAM, 1971 GAM or 1971 IAM and attach applicable tables using such mortality table and the specified interest rate as replacement Appendix C.)

Participating Employers. The Nonelective Contributions will be allocated to all Participants regardless of which Employer directly employs them and regardless of whether their direct Employer made Nonelective Contributions for the Plan Year unless otherwise elected below or specified in a participation agreement. (Choose if applicable):

(f) ☐ The Plan Administrator will allocate the Nonelective Contributions made by the Signatory Employer and by any Participating Employer only to the Participants directly employed by the contributing Employer.

[Note: If the Employer elects 26(f), the Employer should also elect 10(l)(b), to disregard the Compensation paid by "Y" Participating Employer in determining the allocation of the "X" Participating Employer contribution to a Participant (and vice versa) who receives Compensation from both X and Y.]

(g) ☐ Describe:

(e.g., Pro rata as to Campus A Participants and Permitted Disparity (two-tiered at 100% of the SSTWB) as to Campus B Participants.)

27. [Reserved]

28 **ALLOCATION CONDITIONS** (3.06(B)/(C)). The Plan does not apply any allocation conditions to: (1) Elective Deferrals; (2) Mandatory Employee Contributions; (3) Employee (after-tax) Contributions; or (4) Rollover Contributions. To receive an allocation of Matching Contributions, Nonelective Contributions or Participant forfeitures, a Participant must satisfy the following allocation condition(s) (Choose (a) or (b). Choose (c) if applicable.):

(a) ☒ **No conditions.** No allocation conditions apply to Matching Contributions, to Nonelective Contributions or to forfeitures.

(b) ☐ **Conditions.** The following allocation conditions apply to the designated Contribution Type and/or forfeitures (Choose one or more of (1) through (7). Choose Contribution Type as applicable.):

[Note: For this Election 28, except as the Employer describes otherwise in Election 28(b)(7), Matching includes all Matching Contributions and Nonelective includes all Nonelective Contributions to which allocation conditions may apply.]

	(1) Matching, Nonelective and Forfeitures		(2) Matching	(3) Nonelective	(4) Forfeitures
(1) [] None.	N/A (See Election 28(a))		[]	[]	[]
(2) [] 501 Hours of Service/terminees (91 consecutive days if Elapsed Time). See Section 3.06(B)(1)(b).	[]	OR	[]	[]	[]
(3) [] Last day of the Plan Year.	[]	OR	[]	[]	[]
(4) [] Last day of the Election 28(c) time period.	[]	OR	[]	[]	[]
(5) [] 1,000 Hours of Service in the Plan Year (182 consecutive days in Plan Year if Elapsed Time).	[]	OR	[]	[]	[]
(6) [] Hours of Service within the Election 28(c) time period, (specify Hours of Service at contribution type but not exceeding 1,000 Hours of Service in a Plan Year).	[]____	OR	[]____	[]____	[]____
(7) [] Describe conditions: _____ (e.g., Last day of the Plan Year as to Nonelective Contributions for Participating Employer "A" Participants. No allocation conditions for Participating Employer "B" Participants.)					

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- (c) ☐ **Time period.** Under Section 3.06(C), apply Elections 28(b)(4), (b)(6) or (b)(7) to the specified contributions/forfeitures based on each (Choose one or more of (1) through (5). Choose Contribution Type as applicable.):

- | | | | | | |
|--|--------------------------|----|--------------------------|--------------------------|--------------------------|
| (1) <input type="checkbox"/> Plan Year. | <input type="checkbox"/> | OR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) <input type="checkbox"/> Plan Year quarter. | <input type="checkbox"/> | OR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) <input type="checkbox"/> Calendar month. | <input type="checkbox"/> | OR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) <input type="checkbox"/> Payroll period. | <input type="checkbox"/> | OR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (5) <input type="checkbox"/> Describe time period: _____ | | | | | |

[Note: If the Employer elects 28(b)(4) or (b)(6), the Employer must choose (c). If the Employer elects 28(b)(7), choose (c) if applicable.]

29. **ALLOCATION CONDITIONS - APPLICATION/WAIVER (3.06(D)/(F)).** Under Section 3.06(D), in the event of Severance from Employment as described below, apply or do not apply Election 28(b) allocation conditions to the specified contributions/forfeitures as follows (If the Employer elects 28(b), the Employer must complete Election 29. Choose (a) or (b).):

[Note: For this Election 29, except as the Employer describes otherwise in Election 28(b)(7), Matching includes all Matching Contributions and Nonelective includes all Nonelective Contributions to which allocation conditions may apply.]

- (a) ☐ **Total waiver or application.** If a Participant incurs a Severance from Employment on account of or following death, Disability or attainment of Normal Retirement Age or Early Retirement Age (Choose (1) or (2).):
- (1) ☐ **Do not apply allocation conditions.** Do not apply elected allocation conditions to Matching Contributions, to Nonelective Contributions or to forfeitures.
- (2) ☐ **Apply allocation conditions.** Apply elected allocation conditions to Matching Contributions, to Nonelective Contributions and to forfeitures.
- (b) ☐ **Application/waiver as to Contribution Types events.** If a Participant incurs a Severance from Employment, apply allocation conditions *except* such conditions are waived if Severance from Employment is on account of or following death, Disability or attainment of Normal Retirement Age or Early Retirement Age as specified, and as applied to the specified Contribution Types/forfeitures (Choose one or more of (1) through (4). Choose Contribution Type as applicable.):

- | | (1)
Matching,
Nonelective
and Forfeitures | (2)
Matching | (3)
Nonelective | (4)
Forfeitures |
|---|--|-----------------|--------------------------|--------------------------|
| (1) <input type="checkbox"/> Death. | <input type="checkbox"/> | OR | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) <input type="checkbox"/> Disability. | <input type="checkbox"/> | OR | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) <input type="checkbox"/> Normal Retirement Age. | <input type="checkbox"/> | OR | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) <input type="checkbox"/> Early Retirement Age. | <input type="checkbox"/> | OR | <input type="checkbox"/> | <input type="checkbox"/> |

30. **FORFEITURE ALLOCATION METHOD (3.07).** [Note: Even if the Employer elects immediate vesting, the Employer should complete Election 30. See Section 7.07.] The Plan Administrator will allocate a Participant forfeiture attributable to all Contribution Types or attributable to all Nonelective Contributions or to all Matching Contributions as follows (Choose one or more of (a) through (g) and choose Contribution Type as applicable. Choose (f) only in conjunction with at least one other election.):

- | | (1)
All
Forfeitures | (2)
Nonelective
Forfeitures | (3)
Matching
Forfeitures |
|---|-------------------------------------|-----------------------------------|--------------------------------|
| (a) <input type="checkbox"/> Additional Nonelective. Allocate as additional Discretionary Nonelective Contribution. | <input type="checkbox"/> | OR | <input type="checkbox"/> |
| (b) <input type="checkbox"/> Additional Match. Allocate as additional Discretionary Matching Contribution. | <input type="checkbox"/> | OR | <input type="checkbox"/> |
| (c) <input checked="" type="checkbox"/> Reduce Nonelective. Apply to Nonelective Contribution. | <input checked="" type="checkbox"/> | OR | <input type="checkbox"/> |
| (d) <input type="checkbox"/> Reduce Match. Apply to Matching Contribution. | <input type="checkbox"/> | OR | <input type="checkbox"/> |
| (e) <input type="checkbox"/> Pro rata. Allocate pro-rata based on Compensation. | <input type="checkbox"/> | OR | <input type="checkbox"/> |
| (f) <input checked="" type="checkbox"/> Plan expenses. Pay reasonable Plan expenses.
(See Section 7.04(C).) | <input checked="" type="checkbox"/> | OR | <input type="checkbox"/> |
| (g) <input type="checkbox"/> Describe: _____
(e.g., Forfeitures attributable to transferred balances from Plan X are allocated only to former Plan X participants.) | | | |

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31. IN-PLAN ROTH ROLLOVER CONTRIBUTION (3.08(E)). The following provisions apply regarding In-Plan Roth Rollover Contributions (Choose (a) or (b); also see Election (d)(1) in Appendix B; leave blank if Election 6(b)(1) is not selected.):

- (a) ☒ **Not Applicable.** The Plan does not permit In-Plan Roth Rollover Contributions.
- (b) ☐ **Applies.** The Plan permits In-Plan Roth Rollover Contributions to the extent permitted by the Investment Arrangement Documentation with regard to the following amounts. (Choose one or both of (1) and (2).)
- (1) ☐ Otherwise distributable amounts. This provision is effective the later of September 28, 2010, the Plan or Restatement Effective Date, or _____ (enter later effective date if applicable).
- (2) ☐ Otherwise nondistributable amounts. This provision is effective the later of January 1, 2013, the Plan or Restatement Effective Date, or _____ (enter later effective date if applicable).

32. EMPLOYEE (AFTER-TAX) CONTRIBUTIONS (3.09). The following additional elections apply to Employee Contributions under Election 6(e). (Choose (a) if applicable.):

- (a) ☐ **Additional limitations.** The Plan permits Employee Contributions subject to the following limitations, if any, in addition to those already imposed under the Plan: _____

ARTICLE 4 LIMITATIONS AND TESTING

33. [Reserved]

ARTICLE 5 VESTING REQUIREMENTS

34. RETIREMENT AGE (5.01).

NORMAL RETIREMENT AGE. A Participant attains Normal Retirement Age under the Plan and becomes fully Vested on the following date (Choose one):

- (a) ☒ **Specific age.** The date the Participant attains age 65.
- (b) ☐ **Age/participation.** The later of the date the Participant attains age _____ or the _____ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan.
- (c) ☐ **Sum of age plus service.** The date the Participant's age plus service equal _____.
- (d) ☐ **Describe:** _____
(For example, the later of the date the Participant attains age 65 or the date the Participant is credited with 10 Years of Service)

EARLY RETIREMENT AGE. (Choose (e), (f) or (g)):

- (e) ☒ **Not applicable.** The Plan does not provide for an Early Retirement Age.
- (f) ☐ **Early Retirement Age.** Early Retirement Age is the later of: (i) the date a Participant attains age _____; (ii) the date a Participant reaches the _____ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan; or (iii) the date a Participant completes _____ Years of Service.

[Note: The Employer should leave blank any of clauses (i), (ii) and (iii) which are not applicable.]

If (f)(iii) is selected, "Years of Service" under this Election means (Choose (1) or (2)):

- (1) ☐ **Eligibility.** Years of Service for eligibility in Election 15.
- (2) ☐ **Vesting.** Years of Service for vesting in Elections 37 and 38.
- (g) ☐ **Describe:** _____

[Note: Election of an Early Retirement Age does not affect the time at which a Participant may receive a Plan distribution.]

35. ACCELERATION ON DEATH, DISABILITY OR ATTAINMENT OF RETIREMENT AGE (5.01 and 5.02). If selected below, then irrespective of any vesting schedule selected at Election 36, a Participant will be fully vested if the Participant incurs a Severance from Employment as a result of death or Disability or is employed on or after attainment of Early Retirement Age (Choose one or more; leave blank if none apply or if the Plan provides full vesting for all Participants):

- (a) ☒ **Death.**
- (b) ☒ **Disability.**
- (c) ☐ **Early Retirement Age.**

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36. **VESTING SCHEDULE (5.03).** A Participant has a 100% Vested interest at all times in Accounts attributable to Elective Deferrals, Mandatory Employee Contributions, Employee (after-tax) Contributions, Nonelective Contributions to former Employees under Section 3.04(D), and Rollover Contributions. The following vesting schedules apply to Matching Contributions and to Nonelective Contributions (Choose (a) or (b). Choose (c) if applicable.):

(a) ☒ **Immediate vesting.** 100% Vested at all times in all Accounts.

[Note: The Employer should elect 36(b) if any Contribution Type is subject to a vesting schedule. If the Employer elects immediate vesting under 36(a), the Employer should not complete the balance of Election 36 or Elections 37 and 38, except as noted therein.]

(b) ☐ **Vesting schedules:** Apply the following vesting schedules (Choose one or more of (1) through (4)):

	(1) All Contributions		(2) Nonelective	(3) Matching
(1) <input type="checkbox"/> Immediate vesting.	N/A		<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> 6-year graded.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input type="checkbox"/> 3-year cliff.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(4) <input type="checkbox"/> Modified Schedule.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
<u>Years of Service</u>	<u>Vested %</u>			
_____	_____ %			
_____	_____ %			
_____	_____ %			
_____	_____ %			
_____ or more	100 %			

[Note: The vesting schedule must be at least as rapidly as a 15-year cliff (or a 20-year cliff for a group of employees limited to qualified public safety employees defined in Code §72(t)(10)(B)) or a 5 to 20 year graded vesting schedule.]

(c) ☐ **Special vesting provisions:** _____

[Note: Any special vesting provision specified under Election 36(c) must be definitely determinable. The vesting schedule must be at least as rapidly as a 15-year cliff (or a 20-year cliff for a group of employees limited to qualified public safety employees defined in Code §72(t)(10)(B)) or a 5 to 20 year graded vesting schedule.]

37. **YEAR OF SERVICE - VESTING (5.05).** (Complete (b). Choose (a) if other than 1,000 Hours of Service.): [Note: If the Employer elects the Elapsed Time Method or elects immediate vesting, the Employer should not complete Election 37 and 38 unless it elects to apply a Year of Service for vesting under Election 22(d), 25(b)(4) or Election 34(f)(2).]

(a) ☐ **Year of Service.** An Employee must complete at least _____ Hours of Service during a Vesting Computation Period to receive credit for a Year of Service under Article 5. [Note: If left blank, the requirement is 1,000.]

(b) **Vesting Computation Period.** The Plan measures a Year of Service based on the following 12-consecutive month period: (Choose (1) or (2)):

(1) ☐ **Plan Year.**

(2) ☐ **Anniversary Year.**

38. **EXCLUDED YEARS OF SERVICE - VESTING (5.05(C)).** The Plan excludes the following Years of Service for purposes of vesting (Choose one or more of (a) through (e) if applicable):

(a) ☐ **Age 18.** Any Year of Service before the Year of Service during which the Participant attained the age of 18.

(b) ☐ **Prior to Plan establishment.** Any Year of Service during the period the Employer did not maintain this Plan or a predecessor plan.

(c) ☐ **Parity Break in Service.** Any Year of Service excluded under the rule of parity. See Section 5.06(C).

(d) ☐ **Prior Plan terms.** Any Year of Service disregarded under the terms of the Plan as in effect prior to this restated Plan.

(e) ☐ **Other exclusions:** _____

[Note: Any exclusion specified under Election 38(e) must be definitely determinable.]

ARTICLE 6
DISTRIBUTION OF ACCOUNT BALANCE

39. **POST-SEVERANCE DISTRIBUTIONS.** The provisions in this Election 39 apply to distributions to Participants following Severance from Employment. *(Complete (a), (b) and (c). Choose (d) and (e) if applicable.)*

(a) **Mandatory Distribution (6.01(F)/6.08(D)).** The Plan provides or does not provide for Mandatory Distribution of a Participant's Vested Account Balance following Severance from Employment, as follows *(Choose (1) or (2).)*:

- (1) ☐ **No Mandatory Distribution.** The Plan will not make a Mandatory Distribution (i.e., Participant consent is required for all distributions) following Severance from Employment.
- (2) ☒ **Mandatory Distribution.** The Plan will make a Mandatory Distribution following Severance from Employment to the extent permitted by the Investment Arrangement Documentation.

Amount limit. The Mandatory Distribution maximum amount is equal to *(Choose a., b. or c.; Choose d. if applicable):*

- a. ☒ **\$5,000.**
- b. ☐ **\$1,000.**
- c. ☐ **Specify amount: \$_____.**

[Note: This election only applies to the Mandatory Distribution maximum amount. For other Plan provisions subject to a \$5,000 limit, see Election (g)(6) in Appendix B.]

Automatic IRA rollover. With respect to Mandatory Distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed to the Participant unless otherwise elected below.

- d. ☐ **If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$_____. *(Specify an amount greater than \$0 and less than \$1,000.)***

Application of Rollovers to amount limit. In determining whether a Participant's Vested Account Balance exceeds the Mandatory Distribution dollar limit in Election 39(a)(2), the Plan *(Choose e. or f.):*

- e. ☒ **Disregards Rollover Contribution Account.**
- f. ☐ **Includes Rollover Contribution Account.**

(b) **Default Distribution Methods (6.03).** If the Investment Arrangement Documentation does not specify the distribution which would apply, the following distribution methods are available for a Participant, subject to any limitations in the Plan or the Investment Arrangement Documentation. *(Choose one or more of (1) through (6)).*

- (1) ☒ **Lump-Sum.**
- (2) ☐ **Installments only if Participant subject to lifetime RMDs.** A Participant who is required to receive lifetime RMDs may receive installments payable in monthly, quarterly or annual installments equal to or exceeding the annual RMD amount.
- (3) ☒ **Installments.**
- (4) ☐ **Annuity.** Distribution of an Annuity Contract that the Vendor provides or purchases with the Participant's Vested Account Balance.
- (5) ☒ **Ad-Hoc distributions.**
- (6) ☐ **Describe distribution method(s): _____.**

[Note: The Employer under Election 39(b)(6) may describe Severance from Employment distribution methods from the elections available under Election 39(b) and/or a combination thereof as to any: (i) Participant group (e.g., Division A Employee Accounts are distributable in a Lump-Sum OR Accounts of Employees hired after "x" date are distributable in a Lump-Sum. Division B Employee Accounts are distributable in a Lump-Sum or in Installments OR Accounts of Employees hired on/before "x" date are distributable in a Lump-Sum or in Installments.); (ii) Contribution Type (e.g., Discretionary Nonelective Contribution Accounts are distributable in a Lump-Sum. Fixed Nonelective Contribution Accounts are distributable in a Lump-Sum or in Installments); and/or (iii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 39(b)(6) must: (i) be objectively determinable and (ii) not be subject to Employer or Plan Administrator discretion.]

(c) **Limitations on Distribution Methods (6.03).** An Investment Arrangement may distribute to a Participant *(Choose (1) or (2) below):*

- (1) ☐ **Under any distribution method available under the Investment Arrangement Documentation.**
- (2) ☒ **Only under those distribution methods selected in Election 39(b) which are available under the Investment Arrangement Documentation.**

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- (d) ☐ **Delay of Distribution (6.01(B)).** Except as otherwise provided in the Plan (such as Mandatory Distributions and RMDs), distribution to a Participant who has incurred a Severance from Employment will not commence prior to (Choose (1) or (2)):

(1) ☐ Attainment of age ____.

(2) ☐ Describe: _____

[Note: An Employer's election under Election 39(d) must: (i) be objectively determinable and (ii) not be subject to Employer or Plan Administrator discretion.]

- (e) ☐ **Acceleration.** Notwithstanding any later specified distribution date in this election, a Participant may elect an earlier distribution following Severance from Employment (Choose one or both of (1) and/or (2)):

(1) ☐ **Disability.** If Severance from Employment is on account of Disability or if the Participant incurs a Disability following Severance from Employment.

(2) ☐ **Hardship.** If the Participant incurs a hardship under Section 6.07(C) following Severance from Employment.

40. **IN-SERVICE DISTRIBUTIONS/EVENTS (6.01(D)).** A Participant may elect an In-Service Distribution of the designated Contribution Type Accounts based on any of the following events in accordance with Section 6.01(D) (Choose (a) OR (b).):

[Note: If the Employer elects any In-Service Distribution option, a Participant may elect to receive as many In-Service Distributions per Plan Year (with a minimum of one per Plan Year) as the Plan Administrator's In-Service Distribution form or policy may permit. If the form or policy is silent, the number of In-Service Distributions is not limited.]

- (a) ☐ **None.** The Plan does not permit any In-Service Distributions except as to RMDs under Section 6.02. Also see Section 6.01(D)(5) with regard to Rollover Contributions, and Employee Contributions.

- (b) ☒ **Permitted.** In-Service Distributions are permitted as follows from the designated Contribution Type Accounts (Choose one or more of (1) through (9).):

[Note: Unless the Employer elects otherwise in Election (b)(9) below, Elective Deferrals under Election 40(b) includes Pre-Tax and Roth Deferrals; Elections under columns (3) and (4) apply to Employer contributions held in annuity contracts; Elections under column (5) apply to Employer contributions in Custodial Accounts.]

		(1) All Contrib.	(2) Elective Deferrals	(3) Matching Contrib.	(4) Nonelective/ Mandatory	(5) Custodial Account
(1)	<input type="checkbox"/> None. Except for Election 40(a) exceptions.	N/A (See Election 40(a))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2)	<input checked="" type="checkbox"/> Age (Choose one or more of a. through d.)					
a.	<input checked="" type="checkbox"/> Age <u>59 1/2</u> . (must be at least 59 1/2).	<input checked="" type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b.	<input type="checkbox"/> Age ____ (may be less than 59 1/2).	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	N/A
c.	<input type="checkbox"/> Age and participation. The Participant must have attained age ____ and completed ____ years of Plan participation or ____ Years of Service for purposes of vesting. (Fill in whichever blank applies.)	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d.	<input type="checkbox"/> Upon attaining Normal Retirement Age (Normal Retirement Age must be at least 59 1/2)	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3)	<input checked="" type="checkbox"/> Hardship	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
(4)	<input type="checkbox"/> Disability.	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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- | | | | | | | |
|-----|--|--------------------------|-----------------------------|--------------------------|--------------------------|--------------------------|
| (5) | <input type="checkbox"/> <u> </u> year contributions.
(specify minimum of two years) | N/A | N/A | <input type="checkbox"/> | <input type="checkbox"/> | N/A |
| (6) | <input type="checkbox"/> <u> </u> months of participation. (specify minimum of 60 months) | N/A | N/A | <input type="checkbox"/> | <input type="checkbox"/> | N/A |
| (7) | <input type="checkbox"/> Qualified Reservist Distribution. See Section 6.01(D)(10). | N/A | <input type="checkbox"/> | N/A | N/A | N/A |
| (8) | <input type="checkbox"/> Deemed Severance Distribution. See Section 6.11. | <input type="checkbox"/> | OR <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (9) | <input type="checkbox"/> Describe: _____ | | | | | |

[Note: The Employer under Election 40(b)(9) may describe In-Service Distribution provisions from the elections available under Election 40 and/or a combination thereof as to any: (i) Participant group (e.g., Division A Employee Accounts are distributable at age 59 1/2 OR Accounts of Employees hired on/before "x" date are distributable at age 59 1/2. No In-Service Distributions apply to Division B Employees OR to Employees hired after "x" date.); (ii) Contribution Type (e.g., Discretionary Nonelective Contribution Accounts are distributable on Disability. Fixed Nonelective Contribution Accounts are distributable on Disability or Hardship (non-safe harbor)); and/or (iii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 40(b)(9) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) not permit an "early" distribution of any Restricted 403(b) Accounts. See Sections 6.02(E) and 9.02(C)(3).]

41. IN-SERVICE DISTRIBUTIONS/ADDITIONAL CONDITIONS (6.01(D)). The following additional conditions apply to In-Service Distributions under Election 40(b) (Choose (a), (b), (c), (d) and/or (e) if applicable.):

- (a) ☒ **100% vesting required for accounts that are subject to a vesting schedule.** A Participant may not receive an In-Service Distribution unless the Participant is 100% Vested in the distributing Account. This restriction applies to (Choose one or more of (1) or (2)):
- (1) ☒ **Hardship distributions.** Distributions based on hardship.
- (2) ☒ **Other In-Service.** In-Service distributions other than distributions based on hardship.
- (b) ☐ **Minimum amount.** A Participant may not receive an In-Service Distribution in an amount which is less than: \$_____ (specify amount).
- (c) ☐ **Qualified Roth distribution.** A distribution from a Participant's Roth Deferral Account may only be made if the distribution is a qualified distribution within the meaning of Code §402A(2)(d).
- (d) ☐ **No hardship distribution from Roth Account.** If hardship distributions are permitted from Elective Deferrals, only Pre-Tax Elective Deferrals may be distributed.
- (e) ☐ **Describe other conditions:** _____

[Note: An Employer's election under Election 41(e) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) not permit an "early" distribution of any Restricted 403(b) Accounts. See Section 6.02(E).]

42. JOINT AND SURVIVOR ANNUITY REQUIREMENTS (6.04). The joint and survivor annuity distribution requirements of Section 6.04 do not apply unless otherwise elected below (Choose (a) only if the Employer wishes to follow the Joint and survivor annuities rules to which the plan would otherwise not be subject.):

- (a) ☐ **Joint and survivor annuity applicable.** Section 6.04 applies to all Participants (if selected, then annuities are a form of distribution under the Plan even if 39(b)(4) is not selected):

One-year marriage rule. Under Section 6.04(H) (Choose (1) or (2)):

- (1) ☐ **Applies.** The one-year marriage rule applies.
- (2) ☐ **Does not apply.** The one-year marriage rule does not apply.

ARTICLE 7
ADMINISTRATIVE PROVISIONS

43. PLAN LOANS (7.06). The Employer makes the following elections regarding Plan Loans (*Choose (a) or (b).*):

- (a) ☐ No Loans. Plan loans are not permitted.
- (b) ☒ Loans allowed. Plan loans are permitted subject to limitations of the Investment Arrangement Documentation.

44. ROLLOVER CONTRIBUTIONS (3.08, 7.04(A)(1)). The Employer makes the following elections regarding rollover contributions, other than in-plan Roth rollovers (*Choose (a) or (b).*):

- (a) ☐ No Rollover. Rollover Contributions are not permitted into the Plan.
- (b) ☒ Rollovers allowed. The Plan Administrator may accept Rollover Contributions into the Plan subject to Investment Arrangement Documentation, and Plan terms and policies.

ARTICLE 10
MULTIPLE EMPLOYER PLAN

45. MULTIPLE EMPLOYER PLAN (10.01/10.02/10.03). The Employer makes the following elections regarding the Plan's Multiple Employer Plan status and the application of Article 10 (*Choose (a) or (b).*):

- (a) ☐ Not applicable. The Plan is not a Multiple Employer Plan and Article 10 does not apply.
- (b) ☒ Applies. The Plan is a Multiple Employer Plan and the Article 10 Effective Date is: May 1, 2019. The Employer makes the following additional elections (*Choose (1) or (2).*):
 - (1) ☐ Participating Employer may modify. See Section 10.03. A Participating Employer in the Participation Agreement may modify Adoption Agreement elections applicable to each Participating Employer (including electing to not apply Adoption Agreement elections) as follows (*Choose a. or b.; choose c. if applicable.*):
 - a. ☐ All. May modify all elections.
 - b. ☐ Specified elections. May modify the following elections: _____ (*specify by election number*).
 - c. ☐ Restrictions. May modify subject to the following additional restrictions: _____
(*Specify restrictions. Any restrictions must be definitely determinable and may not violate Code §413 or the regulations thereunder.*)
 - (2) ☒ Participating Employer may not modify. See Section 10.03. A Participating Employer in the Participation Agreement may not modify any Adoption Agreement elections.

[*Note: The Participation Agreement must be consistent with this Election 45(b). Any Participating Employer election in the Participation Agreement which is not permitted under this Election 45(b) is of no force or effect and the applicable election in the Adoption Agreement applies. The IRS has not reviewed the provisions of Article 10, and the Employer cannot rely on the Advisory Letter with regard to the validity of these provisions.*]

Employer: Regional University System of Oklahoma

Date: _____

Signed: _____

Mark A. Stansberry, Chair, Board of Regents*[print representative name/title]*

Vendor: _____

[vendor signature is optional]

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the basic plan document referenced by its document number on Adoption Agreement page one.

Execution for Page Substitution Amendment Only. If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) _____ effective _____, by substitute Adoption Agreement page number(s) _____. The Employer should retain all Adoption Agreement Execution Pages and amended pages.

Volume Submitter Practitioner. The Volume Submitter Practitioner identified on the first page of the basic plan document will notify all adopting Employers of any amendment to this Volume Submitter Plan or of any abandonment or discontinuance by the Volume Submitter Practitioner of its maintenance of this Volume Submitter Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Practitioner of any change in address or contact information. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and the Volume Submitter Practitioner no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Volume Submitter Plan, the Volume Submitter Practitioner's intended meaning of any Plan provisions or the effect of the Advisory Letter issued to the Volume Submitter Practitioner, please contact the Volume Submitter Practitioner at the following address and telephone number:

Name: John PapahronisAddress: Tenth Floor, Two Leadership SquareOklahoma City Oklahoma 73102Telephone: 405-552-2231

APPENDIX A
SPECIAL RETROACTIVE OR PROSPECTIVE EFFECTIVE DATES

SPECIAL EFFECTIVE DATES (1.23). The Employer elects or does not elect Appendix A special Effective Date(s) as follows. (Choose (a) or one or more of (b) through (q).):

[Note: If the Employer elects (a), do not complete the balance of this Appendix A]

(a) ☐ Not applicable. The Employer does not elect any Appendix A special Effective Dates.

[Note: The Employer may use this Appendix A to specify an Effective Date for one or more Adoption Agreement elections which does not correspond to the Plan's new Plan or Restated Plan Effective Date under Election 5. As to Restated Plans, for periods prior to: (i) the below-specified special Effective Date(s) or (ii) the Restated Plan's general Effective Date under Election 5, as applicable, the Plan terms in effect prior to its restatement under this Adoption Agreement control for purposes of the designated provisions.]

- (b) ☐ Contribution Types (1.12). The Contribution Types under Election(s) 6 _____ are effective: _____.
- (c) ☐ Excluded Employees (1.35). The Excluded Employee provisions under Election(s) 7 _____ are effective: _____.
- (d) ☐ Compensation (1.11). The Compensation definition under Election(s) _____ (specify 8 - 10 as applicable) are effective: _____.
- (e) ☐ Hour of Service/Elective Service Crediting (1.40/1.66(A)). The Hour of Service and/or elective Service crediting provisions under Election(s) _____ (specify 11 - 12 as applicable) are effective: _____.
- (f) ☐ Eligibility (2.01-2.03). The eligibility provisions under Election(s) _____ (specify 14 - 17 as applicable) are effective: _____.
- (g) ☐ Mandatory Employee Contributions (3.04(A)(3)). The Mandatory Employee Contribution provisions under Election 18 are effective: _____.
- (h) ☐ Elective Deferrals (3.02(A)-(F)). The Elective Deferral provisions under Election(s) _____ (specify 19 - 21 as applicable) are effective: _____.
- (i) ☐ Matching Contributions (3.03). The Matching Contribution provisions under Election(s) _____ (specify 22 - 23 as applicable) are effective: _____.
- (j) ☐ Nonelective Contributions (3.04). The Nonelective Contribution provisions under Election(s) _____ (specify 25 - 27 as applicable) are effective: _____.
- (k) ☐ Allocation conditions (3.06). The allocation conditions under Election(s) _____ (specify 28 - 29 as applicable) are effective: _____.
- (l) ☐ Forfeitures (3.07). The forfeiture allocation provisions under Election 30 _____ are effective: _____.
- (m) ☐ In-Plan Roth Rollovers (3.08(E)). The In-Plan Roth Rollover provisions under Election 31 _____ are effective: _____.
- (n) ☐ Employee Contributions (3.09). The Employee Contribution provisions under Election 32 _____ are effective: _____.
- (o) ☐ Vesting (5.03). The vesting provisions under Election(s) _____ (specify 34 - 38 as applicable) are effective: _____.
- (p) ☐ Distributions (6.01, 6.03 and 6.04). The distribution elections under Election(s) _____ (specify 39 - 42 as applicable) are effective: _____.
- (q) ☐ Special Effective Date(s) for other elections (specify elections and dates): _____.

APPENDIX B
BASIC PLAN DOCUMENT OVERRIDE ELECTIONS

BASIC PLAN OVERRIDES. The Employer elects or does not elect to override various basic plan provisions as follows (Choose (a) or choose one or more of (b) through (i).):

[Note: If the Employer elects (a), do not complete the balance of this Appendix B.]

(a) ☐ **Not applicable.** The Employer does not elect to override any basic plan provisions.

[Note: The Employer at the time of restating its Plan with this Adoption Agreement may make an election on Appendix A (Election (q)) to specify a special Effective Date for any override provision the Employer elects in this Appendix B. If the Employer, after it has executed this Adoption Agreement, later amends its Plan to change any election on this Appendix B, the Employer should document the Effective Date of the Appendix B amendment on the Execution Page or otherwise in the amendment.]

(b) ☐ **Definition (Article 1) overrides.** (Choose one or more of (1) through (5) if applicable.):

(1) ☐ **Compensation Overrides.** (Choose one or more of a., b., and c.):

- a. ☐ **W-2 Compensation exclusion of paid/reimbursed moving expenses (1.11(B)(1)).** W-2 Compensation excludes amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that, at the time of payment, it is reasonable to believe that the Employee may deduct these amounts under Code §217.
- b. ☐ **Alternative (general) 415 Compensation (1.11(B)(4)).** The Employer elects to apply the alternative (general) 415 definition of Compensation in lieu of simplified 415 Compensation.
- c. ☐ **Inclusion of Deemed 125 Compensation (1.11(C)).** Compensation under Section 1.11 includes Deemed 125 Compensation.

(2) ☐ **Treatment of Differential Wage Payments (1.11(L)).** In lieu of the provisions of Section 1.11(L), the Employer elects the following (Choose one or more of a., b., c., and d.):

- a. ☐ **Effective date.** The inclusion is effective for Plan Years beginning after _____ (may not be earlier than December 31, 2008).
- b. ☐ **Elective Deferrals only.** The inclusion only applies to Compensation for purposes of Elective Deferrals.
- c. ☐ **Not included.** The inclusion does not apply to Compensation for purposes of any Contribution Type.
- d. ☐ **Other:** _____
(specify other Contribution Type Compensation which includes Differential Wage Payments)

(3) ☐ **Alternate Definition of Disability (1.19).** Disabled means _____.

(4) ☐ **Inclusion of Reclassified Employees (1.35(D)).** The Employer for purposes of the following Contribution Types, does not exclude Reclassified Employees (or the following categories of Reclassified Employees): _____ (specify Contribution Types and/or categories of Reclassified Employees).

(5) ☐ **Transition Rules (1.35(F)).** The following transition rules related to eligibility to make elective deferrals do not apply: _____.

(c) ☐ **Participation (Article 2) overrides.** The Plan disregards Service following a Separation from Service or Break in Service, as follows: _____
(specify conditions in a manner that is definitely determinable and precludes Employer discretion. This could include the one year hold-out Break in Service rule under Code §410(a)(5)(C) or the rule of parity under ERISA §202(b)(4)).

(d) ☐ **Contribution/allocation (Article 3) overrides.** (Choose one or more of (1) through (6) if applicable.):

(1) ☐ **Roth overrides.** (Choose one or more of a. through e.):

- a. ☐ **Treatment of Automatic Deferrals as Roth Deferrals (3.02(B)).** The Employer elects to treat Automatic Deferrals as Roth Deferrals in lieu of treating Automatic Deferrals as Pre-Tax Deferrals.
- b. ☐ **In-Plan Roth Rollovers limited to In-Service only (3.08(E)(2)(a)).** Only Participants who are Employees may elect to make an In-Plan Roth Rollover Contribution.
- c. ☐ **Vested In-Plan Roth Rollovers (3.08(E)(2)(b)).** Distributions related to In-Plan Roth Rollovers may only be made from accounts which are fully Vested.
- d. ☐ **Source of In-Plan Roth Rollover Contribution (3.08(E)(3)(b)).** The Plan permits an In-Plan Roth Rollover only from the following qualifying sources (Choose one or more.):
 - (i) ☐ Elective Deferrals
 - (ii) ☐ Matching Contributions

- (iii) ☐ Nonelective Contributions
- (iv) ☐ Rollovers
- (v) ☐ Transfers
- (vi) ☐ Other: _____
(specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)
- e. ☐ No transfer of loans. Loans may not be distributed as part of an In-Plan Roth Rollover Contribution. (if not selected, any loans may be transferred)
- (2) ☐ Short Plan Year or allocation period (3.06(B)(1)(c)). Instead of pro-ration based on days, the Plan Administrator *(Choose a. or b.)*:
- a. ☐ No pro-ration. Will *not* pro-rate Hours of Service in any short allocation period.
- b. ☐ Pro-ration based on months. Will pro-rate any Hour of Service requirement based on the number of months in the short allocation period.
- (3) ☐ Limited waiver of allocation conditions for rehired Participants (3.06(G)). The allocation conditions the Employer has elected in the Adoption Agreement do not apply to rehired Participants in the Plan Year they resume participation, as described in Section 3.06(G).
- (4) ☐ HEART Act continued benefit accrual (3.10(K)). The Employer elects to apply the benefit accrual provisions of Section 3.10(K).
- (5) ☐ Matching on Pre-entry Deferrals (3.03(A)). Instead of disregarding pre-entry deferrals, the Plan Administrator will take Elective Deferrals into account in computing Matching Contributions, even if the deferrals were made before the Participant became eligible for the match.
- (6) ☐ Classifications allocation formula (3.04(B)(3)). If a Participant shifts from one classification to another during a Plan Year, the Plan Administrator will apportion the Participant's allocation during that Plan Year *(Choose a., b. or c.)*:
- a. ☐ Months in each classification. Pro rata based on the number of months the Participant spent in each classification.
- b. ☐ Days in each classification. Pro rata based on the number of days the Participant spent in each classification.
- c. ☐ One classification only. The Employer will direct the Plan Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.
- (e) ☐ Testing (Article 4) overrides. *(Choose one or both of (1) and (2) if applicable.)*:
- (1) ☐ First few weeks rule for Code §415 testing Compensation (4.05(D)(1)). The Plan applies the first few weeks rule in Section 4.05(F)(1).
- (2) ☐ Code §415 (Article 4) override (4.02(D), (F)). Because of the required aggregation of multiple plans, to satisfy Code §415, the following overriding provisions apply: _____
(Specify such language as necessary to satisfy Code §415, e.g., the Employer will reduce Annual Additions to this plan before reducing Annual Additions to other plans.)
- (f) ☐ Vesting (Article 5) overrides. *(Choose one or both of (1) and (2) if applicable.)*:
- (1) ☐ Alternative separate account vesting formula (5.03(C)(2)). The Employer elects the alternative vesting formula described in Section 5.03(C)(2).
- (2) ☐ Vesting exclusions (5.06(D)). For purposes of determining vesting, the Plan disregards Service following a Separation from Service or Break in Service, or Forfeiture Break in Service as follows: _____
(specify conditions in a manner that is definitely determinable and precludes Employer discretion. This could include the one year hold-out Break in Service rule under Code §411(a)(6)(B) or the rule of parity under Code §411(a)(6)(D)).
- (g) ☐ Distribution (Article 6) overrides. *(Choose one or more of (1) through (6) if applicable.)*:
- (1) ☐ Restriction on In-Service Distributions of Rollovers/Employee Contributions (6.01(D)(5)). In lieu of permitting a Participant to receive a distribution of Rollover Contributions and Employee Contributions at any time, a distribution may only be made in accordance with the following *(Choose one or more of a. through e.)*:
- a. ☐ Not permitted. In-service distributions of Rollover Contributions and Employee Contributions are not permitted.
- b. ☐ Deferrals. Under the same provisions which apply to Elective Deferrals.
- c. ☐ Match. Under the same provisions which apply to Matching Contributions.
- d. ☐ Nonelective. Under the same provisions which apply to Nonelective Contributions.
- e. ☐ Other: _____

[Note: The Employer under this Election (g)(1)e. in Appendix B may describe restrictions on In-Service Distributions and Employee Contributions using the options available for In-Service Distributions under Election 40 and/or a combination thereof as to all Participants or as to any Participant group. An Employer's election under Election (g)(1)e. in Appendix B must: (i) be objectively determinable and (ii) not be subject to Employer discretion.]

(2) ☐ Elections related to In-Plan Roth Rollovers (6.01(D)(7)). (Choose one or both of a. and b.):

- a. ☐ In-Service Roth Rollover events. The Employer elects to permit In-Service Distributions under the following conditions solely for purposes of making an In-Plan Roth Rollover Contribution (Choose one or more of (i) through (iv); Choose (v) if applicable.):

- (i) ☐ Age. The Participant has attained age _____.
 (ii) ☐ Participation. The Participant has _____ months of participation (specify minimum of 60 months). Section 6.01(C)(4)(a)(ii).
 (iii) ☐ Seasoning. The amounts being distributed have accumulated in the Plan for at least _____ years (at least 2). See Section 6.01(C)(4)(a)(i).
 (iv) ☐ Other (describe): _____
 (must be definitely determinable and not subject to Employer discretion (e.g., age 50, but only with respect to Nonelective Contributions, and not Matching Contributions))

[Note: Regardless of any election above to the contrary, In-Plan Roth Rollover Contributions are not permitted from a Participant's Elective Deferral Account prior to age 59 1/2.]

- (v) ☐ Distribution for withholding. A Participant may elect to have a portion of the amount that may be distributed as an In-Plan Roth Rollover Contribution distributed solely for purposes of federal or state income tax withholding related to the In-Plan Roth Rollover Contribution.

- b. ☐ Minimum amount. The minimum amount that may be rolled over is \$_____.

(3) ☐ Pre-2009 Annuity Contracts (6.01(D)(9)). The special in-service distribution rules for pre-2009 annuity contracts will not apply.

(4) ☐ Annuity Distributions (6.04). (Choose one or both of a. and b.):

- a. ☐ Modification of QJSA (6.04(A)(3)). The Survivor Annuity percentage will be _____. (Specify a percentage between 50% and 100%).
 b. ☐ Modification of QPSA (6.04(B)(2)). The QPSA percentage will be _____. (Specify a percentage between 50% and 100%).

(5) ☐ Alternate Domestic Relations Procedure (6.05(D)). The Plan will apply the alternate domestic relations procedure in Section 6.05(D).

(6) ☐ Replacement of \$5,000 amount (6.09). All Plan references (except in Section 3.02(D)) to "\$5,000" will be \$_____. (Specify an amount less than \$5,000.)

(h) ☐ Administrative overrides (Article 7). (Choose one or more of (1) through (8) if applicable.):

- (1) ☐ Automatic revocation of spousal designation (7.05(A)(1)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
 (2) ☐ Limitation on frequency of Beneficiary designation changes (7.05(A)(4)). Except in the case of a Participant incurring a major life event, a period of at least _____ must elapse between Beneficiary designation changes. (Specify a period of time, e.g., 90 days OR 12 months.)
 (3) ☐ Definition of "spouse" (7.05(A)(5)). The following definition of "spouse" applies: _____ (Specify a definition.)

[Note: This definition shall apply for all Plan purposes other than Section 6.02 related to required minimum distributions, and Sections 6.04 and 7.05(A)(3) related to QJSAs, QPSAs, and related spousal rights. For example, the selected definition will apply to the determination of default beneficiary designations.]

- (4) ☐ Administration of default provision; default Beneficiaries (7.05(C)). The following list of default Beneficiaries will apply: _____ (Specify, in order, one or more Beneficiaries who will receive the interest of a deceased Participant.)
 (5) ☐ Subsequent restoration of forfeiture-sources and ordering (7.07(A)(3)). Restoration of forfeitures will come from the following sources, in the following order _____ (Specify, in order, one or more of the following: Forfeitures, Employer Contribution, Earnings.)
 (6) ☐ State law (7.09(H)). The law of the following state will apply: _____ (Specify one of the 50 states or the District of Columbia, or other appropriate legal jurisdiction, such as a territory of the United States or an Indian tribal government.)

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(7) ☐ **Fee Recapture Account (7.04(D)).** The Plan Administrator will allocate excess funds in the Fee Recapture Account as follows: *(Choose a., b. or c.)*

- a. ☐ Each Participant Account will receive an allocation based on the funds in which that Account was invested and the revenue sharing rates associated with those funds.
- b. ☐ The excess funds will be allocated pro rata based on account balance.
- c. ☐ The excess funds will be allocated per capita among Participants with Account Balances greater than zero, without regard to the amount of the Account Balance.

(8) ☐ **Limitation to spouse (7.05(A)(3)).** The limitation on the designation of nonspousal beneficiaries described in Section 7.05(A)(3) applies. *(Do not make this election if the Employer has elected to apply the joint and survivor annuity rules in Election 42.)*

(i) ☐ **Transfer overrides (Article 9).** *(Choose one or more of (1) through (3) if applicable.):*

(1) ☐ **Exchanges within Plan (9.06(B)(1)).** In lieu of Section 9.06(B)(1) permitting transfers to (and only to) other Investment Arrangements then authorized to receive ongoing contributions under the Plan (i.e., payroll slot Vendors), the following applies *(Choose a., b. or c.):*

- a. ☐ The Plan does not provide for or permit such exchanges.
- b. ☐ The Plan provides for and permits such exchanges, to any other Investment Arrangements under the Plan.
- c. ☐ The Plan provides for and permits such transfers under the following circumstances: _____

(2) ☐ **Contract exchange to Vendor which is not part of Plan (9.06(B)(3)).** In lieu of Section 9.06(B)(3), permitting exchanges of investment arrangements described in section 9.06(B)(3), the following applies *(Choose a., b. or c.):*

- a. ☐ The Plan does not provide for or permit such exchanges.
- b. ☐ The Plan provides for and permits such exchanges in the Plan Administrator's discretion, which shall be exercised in accordance with Section 9.06(B)(3).
- c. ☐ The Plan provides for and permits such exchanges, subject to Section 9.06(B)(3), under the following circumstances: _____

(3) ☐ **Plan-to-Plan Transfers (9.06(B)(2)).** In lieu of Section 9.06(B)(2) which does not permit or provide for such transfers to this Plan, the Plan allows transfers to this Plan as elected below *(Choose a., b., c. or d. if applicable):*

- a. ☐ The Plan allows such transfers to this Plan.
- b. ☐ The Plan provides for and permits such transfers to other Plans in addition to permitting transfers to this Plan.
- c. ☐ The Plan provides for and permits such transfers to other Plans but does not permit or provide for such transfers to this Plan.
- d. ☐ The Plan provides for and permits such transfers under the following circumstances: _____

Eligible Employees. If a., b., c. or d. is selected, such transfers are allowed for all Eligible Employees unless otherwise elected below *(Choose e., f. or g. if applicable):*

- e. ☐ current employees only.
- f. ☐ current and former Employees.
- g. ☐ only if the Employee is part of a class of Employees whose assets are being transferred as a result of a merger or acquisition.

APPENDIX C
TABLE I: ACTUARIAL FACTORS
UP-1984, Without Setback

Number of years from attained age at the end of Plan Year until <u>Normal Retirement Age</u>	<u>7.50%</u>	<u>8.00%</u>	<u>8.50%</u>
0	8.458	8.196	7.949
1	7.868	7.589	7.326
2	7.319	7.027	6.752
3	6.808	6.506	6.223
4	6.333	6.024	5.736
5	5.891	5.578	5.286
6	5.480	5.165	4.872
7	5.098	4.782	4.491
8	4.742	4.428	4.139
9	4.412	4.100	3.815
10	4.104	3.796	3.516
11	3.817	3.515	3.240
12	3.551	3.255	2.986
13	3.303	3.014	2.752
14	3.073	2.790	2.537
15	2.859	2.584	2.338
16	2.659	2.392	2.155
17	2.474	2.215	1.986
18	2.301	2.051	1.831
19	2.140	1.899	1.687
20	1.991	1.758	1.555
21	1.852	1.628	1.433
22	1.723	1.508	1.321
23	1.603	1.396	1.217
24	1.491	1.293	1.122
25	1.387	1.197	1.034
26	1.290	1.108	0.953
27	1.200	1.026	0.878
28	1.116	0.950	0.810
29	1.039	0.880	0.746
30	0.966	0.814	0.688
31	0.899	0.754	0.634
32	0.836	0.698	0.584
33	0.778	0.647	0.538
34	0.723	0.599	0.496
35	0.673	0.554	0.457
36	0.626	0.513	0.422
37	0.582	0.475	0.389
38	0.542	0.440	0.358
39	0.504	0.407	0.330
40	0.469	0.377	0.304
41	0.436	0.349	0.280
42	0.406	0.323	0.258
43	0.377	0.299	0.238
44	0.351	0.277	0.219
45	0.327	0.257	0.202

Note: A Participant's Actuarial Factor under Table I is the factor corresponding to the number of years until the Participant reaches Normal Retirement Age under the Plan. A Participant's age as of the end of the current Plan Year is age on the Participant's last birthday. For any Plan Year beginning on or after the Participant's attainment of Normal Retirement Age, the factor for "zero" years applies.

APPENDIX C
TABLE II: ADJUSTMENT TO ACTUARIAL FACTORS FOR NORMAL RETIREMENT AGE
OTHER THAN 65
UP-1984
Without Setback

<u>Normal Retirement Age</u>	<u>7.50%</u>	<u>8.00%</u>	<u>8.50%</u>
55	1.2242	1.2147	1.2058
56	1.2043	1.1959	1.1879
57	1.1838	1.1764	1.1694
58	1.1627	1.1563	1.1503
59	1.1411	1.1357	1.1305
60	1.1188	1.1144	1.1101
61	1.0960	1.0925	1.0891
62	1.0726	1.0700	1.0676
63	1.0488	1.0471	1.0455
64	1.0246	1.0237	1.0229
65	1.0000	1.0000	1.0000
66	0.9752	0.9760	0.9767
67	0.9502	0.9518	0.9533
68	0.9251	0.9274	0.9296
69	0.8998	0.9027	0.9055
70	0.8740	0.8776	0.8810
71	0.8478	0.8520	0.8561
72	0.8214	0.8261	0.8307
73	0.7946	0.7999	0.8049
74	0.7678	0.7735	0.7790
75	0.7409	0.7470	0.7529
76	0.7140	0.7205	0.7268
77	0.6874	0.6942	0.7008
78	0.6611	0.6682	0.6751
79	0.6349	0.6423	0.6494
80	0.6090	0.6165	0.6238

Note: Use Table II only if the Normal Retirement Age for any Participant is not 65. If a Participant's Normal Retirement Age is not 65, adjust Table I by multiplying all factors applicable to that Participant in Table I by the appropriate Table II factor.

APPENDIX D

[Note: The Employer may modify this Appendix without the need of a Plan amendment.]

INVESTMENT ARRANGEMENTS (8.01).

(a) ☐ The Employer will remit contributions (including deferrals) to the following Vendors and Investment Arrangements:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

(b) ☐ The following Vendors and/or Investment Arrangements were previously approved for the receipt of Plan contributions but are not currently approved:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

(c) ☐ The plan has entered into Information Sharing Agreements with the following Vendors and their products are approved for Contract exchanges under Section 9.06(B)(3):

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

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ADMINISTRATIVE FUNCTION DELEGATION. The administrative functions listed below are delegated as shown. *Make at least one selection for each item below.*

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	Employer	Plan Administrator	Vendor	Other (Specify)
a. Determining employee eligibility to participate	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Determine participant vested percentages	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Determining whether deferrals comply with plan limits and are correctly calculated	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Determining accuracy of matching contributions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Determining whether hardship distributions and loans (if any) comply with plan requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Make determinations regarding rollovers and transfers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Determining the status of domestic relations orders	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Determining whether the plan complies with Code §403(b), taking into account the rules concerning Related Employers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Determining employer status (e.g., type of employer, related employer status)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Remitting contributions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Delivery of participant notice	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Maintain employee records	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Review and process claims	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n. Communication with vendor(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
o. Describe: _____				
[On line o. enter other delegated functions and the parties to whom they are delegated, or specify restrictions which apply to one or more functions (e.g., the Vendor will determine if a participant qualifies for a hardship distribution but the Plan Administrator will determine whether loans exceed Code limitations).]				

Effective Date of this Appendix D: _____

**403(b) ADOPTION AGREEMENT
ADMINISTRATIVE PROCEDURES ADDENDUM**

The following are optional administrative provisions. The Plan Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

AP1. **PLAN LOAN PROVISIONS (7.06).** Note: For plans subject to ERISA, the loan program required by the DOL will override any inconsistent selections made below. (Complete this question only if loans to Participants are permitted (i.e., if option 43(b) of the Adoption Agreement has been selected). Choose all that apply

- (a) ☒ **Limitation of Loan Amount.** A Participant (Choose (1) or (2)):
- (1) ☒ May not borrow less than \$1,000 in any single loan.
- (2) ☐ May not borrow less than \$_____ (not more than \$1,000) in any single loan.
- (b) ☒ **Loan Interest Rate.** The interest rate on a Plan loan will be a commercially reasonable rate established by the Administrator unless this option (b) is selected (Choose (1) or (2)):
- (1) ☒ **Prime plus.** Fixed at 2% (insert percentage) above Wall Street Journal's published prime rate.
- (2) ☐ **Specified rate:** _____.
- (c) ☒ **Home loan term.** The Plan does not permit the term of a loan to exceed 5 years unless this option (c) is selected. If selected, the maximum loan term for a loan used to acquire a Participant's principal residence will be (Choose (1) or (2)):
- (1) ☒ up to 15 years.
- (2) ☐ up to _____ years.
- (d) ☐ **Leaves of absence.** The Plan does not suspend loan payments for any leave of absence unless selected below. If selected, a loan may be suspended for a period of up to one year following an approved leave of absence, or, in the case of a military leave of absence, up to the length of military leave. The Plan Administrator will allow suspension of loan payments for the following reasons (Choose one or more of (1)(a) and (2)(a)):
- (1) ☐ **Military**
- a. ☐ A Participant may suspend loan payments for military leave.
- (2) ☐ **Non-military**
- a. ☐ A Participant may suspend loan payments for non-military leave.
- (e) ☒ **Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless a Participant is not subject to payroll):
- (1) ☒ payroll deduction for those Participants who are on the Employer's payroll
- (2) ☐ ACH (Automated Clearing House)
- (3) ☐ check
- a. ☐ Only for prepayment
- (f) ☐ **Refinancing.** Loan refinancing is not permitted unless option (1) is selected.
- (1) ☐ **Loan refinancing is permitted.** A refinance for purposes of the limit on number of loans is (Choose a. or b.):
- a. ☐ Not treated as an additional loan.
- b. ☐ Treated as an additional loan.
- (g) ☒ **Purpose** (Choose (1) or (2)):
- (1) ☒ Any reasonable purpose.
- (2) ☐ May not borrow except for: _____
- (h) ☒ **Account ordering.** Loan will come first from (Roth, pre-tax deferrals or other accounts): (Choose (1) through (3)):
- (1) ☐ Participant's choice.
- (2) ☒ Plan Administrator's choice.
- (3) ☐ As follows:
- a. ☐ first: _____
- b. ☐ second: _____
- c. ☐ third: _____
- (i) ☒ **Directed/general Plan investment** (Choose (1) or (2)):
- (1) ☐ Directed.
- (2) ☒ General.
- (j) ☒ **Charges.** (Choose (1) or (2)):
- (1) ☒ apply to borrower's account.
- (2) ☐ apply to overall Plan or Employer pays.

Minutes for April 12, 2019

(k) ☒ **Loan acceleration.** Upon the following (Choose one or more of (1) and (2)):

- (1) ☒ Separation/severance. Not applicable to parties in interest (if Plan is subject to ERISA). All outstanding loan balances will become due and payable in their entirety upon severance of employment unless directly rolled over (if otherwise permitted) to another employer's plan.
- (2) ☒ Plan termination.

(l) ☒ **Loan Default.** (Choose one or more of (1) through (3)):

- (1) ☒ Grace period. (Choose a. or b.):
- a. ☒ Maximum grace period applies.
- b. ☐ No grace period.
- (2) ☐ Includes false statements
- (3) ☐ No new loan if (Choose a. or b.):
- a. ☐ Current default.
- b. ☐ Current or prior default.

(m) ☒ **Terminated employees.** Loans to terminated employees (Choose (1) or (2)):

- (1) ☐ are allowed
- (2) ☒ are not allowed

(n) ☒ **Limit on number of loans.** There is no limit on the number of outstanding loans a Participant may have unless this option (n) is selected (Choose (1) or (2)):

- (1) ☒ One
- (2) ☐ Specify: _____

(o) ☒ **Limitation on sources.** A Participant may only take a loan from the accounts attributable to the following accounts subject to limitations of the Investment Arrangement Documentation: (Choose one or more of (1) through (8) as applicable.)

- (1) ☒ Pre-Tax Elective Deferrals
- (2) ☒ Roth Elective Deferrals
- (3) ☒ Matching Contributions (including any Safe Harbor Matching Contributions and Additional Matching Contributions)
- (4) ☒ Nonelective Contributions (including any Safe Harbor Nonelective Contributions)
- (5) ☒ Rollovers
- (6) ☐ Mandatory Employee Contributions
- (7) ☐ Employee (after-tax) Contributions
- (8) ☐ Describe: _____ (specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion; i.e., Unmatched Elective Deferrals.)

AP2. **PARTICIPANT DIRECTION OF INVESTMENT (7.03(B)).** The Plan permits Participant direction of investment unless selected below (Choose one of (a) or (b); choose c. or d. if applicable):

- (a) ☐ Does not permit. The Plan does not permit Participant direction of investment of any Account.
- (b) ☒ Permitted. The Plan permits Participant direction of investments.

Options (If direction of investments is permitted, select all that apply; leave blank if none apply)

- (c) ☐ ERISA Section 404(c). It is intended that the Plan comply with ERISA Section 404(c) with respect to the Accounts subject to Participant investment directions.
- (d) ☐ QDIA. Plan will include a qualified default investment alternative.

AP3. **ELECTIVE DEFERRAL PROCEDURES.** Participants may commence Elective Deferrals on the effective date of participation.**Subsequent elections.** Participants may modify or make new Elective Deferral elections:

- (a) ☒ as of each payroll period
- (b) ☐ on the first day of each month
- (c) ☐ on the first day of each Plan Year quarter
- (d) ☐ on the first day of the Plan Year or the first day of the 7th month of the Plan Year
- (e) ☐ other: _____ (must be at least once each calendar year)

Irregular pay (e.g., bonuses). Unless the Administrator has implemented separate procedures or selected below, a Participant is permitted to make a separate Elective Deferral election for irregular pay and the Participant's existing Elective Deferral election will not apply to such irregular pay.

- (f) ☒ A Participant's existing Elective Deferral election will apply to irregular pay (provided such irregular pay is Compensation for Elective Deferral purposes) unless the Participant makes a different Elective Deferral election for such irregular pay.
- (g) ☐ A Participant is not permitted to make a separate Elective Deferral election for irregular pay and the Participant's existing Elective Deferral election will apply to such irregular pay (provided such irregular pay is Compensation for Elective Deferral purposes).

Minutes for April 12, 2019

Escalation (leave blank if not applicable)

- (b) ☐ Include option on Elective Deferral Agreement for Participants to elect to automatically escalate an Affirmative Election in accordance with the following:

Escalation amount. A Participant's Affirmative Election will increase by:

- (1) ☐ _____ % of Compensation
 a. ☐ up to a maximum of _____ % of Compensation (leave blank if no limit)
 (2) ☐ other: _____

Timing of escalation. The escalation will apply as of:

- (3) ☐ first day of each Plan Year
 (4) ☐ anniversary of date of participation
 (5) ☐ other: _____

Suspended Elective Deferrals. If a Participant's Elective Deferrals must be suspended pursuant to a provision of the Plan (e.g., due to a safe harbor hardship distribution or distribution due to military leave covered by the HEART Act), then a Participant is deemed to have made as of the date the suspension period begins, an Affirmative Election to have no Elective Deferrals made to the Plan unless otherwise selected below.

- (i) ☐ the Participant's Affirmative Election will resume after the suspension period.
 (j) ☐ the Participant is deemed to have no Affirmative Election after the suspension period (e.g., for purposes of applying any Automatic Deferral provisions).

Lapse of Affirmative Elections. Affirmative Elections will remain in effect until revoked or modified by a Participant unless selected below.

- (k) ☐ Affirmative Elections lapse at the end of each Plan Year.

AP4. **BENEFICIARY HARDSHIP DISTRIBUTION.** Hardship distributions for the qualifying expenses of a Participant's Beneficiary (Section 6.07(C)) are not permitted unless selected below:

- (a) ☐ Hardship distributions for the qualifying needs of the Participant's Beneficiary are permitted.

AP5. **ROLLOVER CONTRIBUTIONS (3.08, 7.04(A)(1)).** (Complete this question only if 44(b) has been selected)

Eligibility. Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable)

- (a) ☐ From pre-participation Eligible Employees.
 (b) ☐ From Participants who are Former Employees.

Source. Rollovers will be accepted from the following (Choose all that apply):

- (c) ☒ Eligible 403(b) plans.
 (d) ☐ Eligible 401(a) plans (including a 401(k) plan).
 (e) ☐ Eligible 457(b) plans of governmental employers.
 (f) ☐ IRAs.



NORTHEASTERN STATE UNIVERSITY
OFFICE of the PRESIDENT

March 29, 2019

Regional University System of Oklahoma
3555 N.W. 58th Street, Suite 320
Oklahoma City, OK 73112

Dear Board Members:

The recommendations of Northeastern State University are as follows:

I. PERSONNEL

A. FACULTY APPOINTMENTS/CHANGE OF STATUS

Mr. James Dodd is moving from Library Services Assistant (staff position) to Instructor of Library Services/Head of Technical Services (faculty position), effective February 1, 2019. This is a full-time regular, non-tenure track, 12-month appointment at a fiscal year salary rate of \$51,516.00. He is replacing Dr. Linda West.

Mr. Dodd holds the following degrees: B.A. in English, Oklahoma State University and a Master of Library and Information Studies, University of Oklahoma.

His professional experience includes: Library Services Assistant, NSU Broken Arrow Library - nine months.

Mr. Brandon Martin is moving from Technology Support Specialist (staff position), to Instructor of Library Services (faculty position), effective January 1, 2019. This is a full-time regular, non-tenure track, 12-month appointment at a fiscal year salary rate of \$47,580.

Mr. Martin holds the following degrees: B.M.A. in Music, University of Oklahoma, and M.S. in Library Media and Information Technology, Northeastern State University.

His professional experience includes Technology Support Specialist, NSU Broken Arrow Library – three years; Library Technician III, NSU Broken Arrow Library – two years; Technology Support Assistant, NSU Broken Arrow Library – 14 months.

Mr. Aaron Pope has been appointed Instructor of Library Services/Head of Access Services effective March 4, 2019. This is a full-time regular, non-tenure track, 12-month appointment at a fiscal year salary of \$42,500. He is replacing Samantha Clifford.

Mr. Pope holds the following degrees: B.A. in Art History, University of Tulsa, and M.L.I.S., University of Oklahoma.

His professional experience includes Library Technician II, Schusterman Library at the University of Oklahoma-Tulsa – two and a half years.

B. TEMPORARY APPOINTMENTS

Dr. Ahmed Gad has been appointed Instructor of Biology in the Gregg Wadley College of Science & Health Professions effective January 14, 2019. This is a full-time temporary position for the 2019 spring semester at a semester salary rate of \$24,000. He is replacing Dr. Sara Sloan.

Dr. Gad holds the following degrees: B.Sc. in Microbiology & Chemistry, and M.Sc. in Microbiology, both degrees are from Cairo University, and a Ph.D. in Biological Science, University of Tulsa.

His professional experience includes: Adjunct Instructor of Biology, Northeastern State University - one semester; Lecturer of Microbiology, Tulsa Community College - three years; Lecturer of Microbiology & Physiology, Nursing College, ITT Technical Institute - one year; Co-Instructor of Microbiology & Botany, Benha University, Egypt - two years.

C. RETIREMENTS WITH RESOLUTIONS

Dr. Leland Carr, tenured Professor of Optometry in the Northeastern State University Oklahoma College of Optometry has announced his retirement effective August 1, 2019. Dr. Carr has been employed with NSU since January 2006.

Dr. Craig Clifford, tenured Professor of Biology in the Gregg Wadley College of Science and Health Professions has announced his retirement effective May 1, 2019. Dr. Clifford has been employed with NSU since August 1985.

Dr. Shae Donham-Foutch, tenured Associate Professor of Health Care Administration in the College of Business & Technology has announced her retirement effective August 1, 2019. Dr. Donham-Foutch has been employed with NSU since August 1989.

Dr. J. Rachel Green, tenured Assistant Professor of Teacher Education in the College of Education has announced her retirement effective June 1, 2019. Dr. Green has been employed with NSU since August 2000.

Dr. Thomas Jackson, Professor of Counseling and Assistant Vice-President for Academic Affairs has announced his retirement effective April 1, 2019. Dr. Jackson has been employed with NSU since August 2004.

Dr. David Kern, tenured Associate Professor of Management in the College of Business and Technology has announced his retirement effective May 1, 2019. Dr. Kern has been employed with NSU since August 2006.

Dr. Edgarita (Edie) Long, tenured Professor of Speech-Language Pathology in the Gregg Wadley College of Science and Health and Health Professions has announced her retirement effective May 1, 2019. Dr. Long has been employed with NSU since August 2001.

Dr. John Mercer, tenured Professor of English in the College of Liberal Arts has announced his retirement effective May 1, 2019. Dr. Mercer has been employed with NSU since August 1984.

Mr. James Dennis Tibbits, Instructor of Speech-Language Pathology in the Gregg Wadley College of Science and Health Professions has announced his retirement effective May 1, 2019. Mr. Tibbits has been employed with NSU since September 2007.

Dr. John Yeutter, tenured Associate Professor of Accounting in the College of Business & Technology has announced his retirement effective June 1, 2019. Dr. Yeutter has been employed with NSU since August 1995.

D. RETIREMENTS

Mr. Ben Hardcastle, Vice President for University Relations has announced his retirement effective July 1, 2019. Mr. Hardcastle has been employed with NSU since March 2013.

Ms. Deborah Lee, Instructor of Accounting in the College of Business & Technology has announced her retirement effective June 1, 2019. Ms. Lee has been employed with NSU since August 2000.

Ms. Autumn Mahaney, Instructor of Speech-Language Pathology in the Gregg Wadley College of Science and Health Professions has announced her retirement effective June 1, 2019. Ms. Mahaney has been employed with NSU since August 2011.

Dr. Judith Melvin, Professor/Director of Occupational Therapy in the Gregg Wadley College of Science and Health Professions has announced her retirement effective July 1, 2019. Dr. Melvin has been employed with NSU since August 2012.

Mr. Raymond Murphy, Instructor of Economics in the College of Business & Technology has announced his retirement effective May 1, 2019. Mr. Murphy has been employed with NSU since August 2002.

Mr. Jon Marcus Olive, Instructor of Health Care Administration in the College of Business & Technology has announced his retirement effective June 1, 2019. Mr. Olive has been employed with NSU since August 2013.

E. NON-REAPPOINTMENTS

Dr. James Adams has been notified of non-renewal prior to March 1, 2019. He has been serving as Associate Professor of Music in the College of Liberal Arts.

Dr. Cassandra Crawford-Ciglar has been notified of non-renewal prior to March 1, 2019. She has been serving as Associate Professor/Executive Director in the Office of Pre-Health Programming & Advising in the Gregg Wadley College of Science & Health Professions.

Dr. John Petrucelli has been notified of non-renewal prior to March 1, 2019. He has been serving as Assistant Professor of Music in the College of Liberal Arts.

Dr. Sara Sloan has been notified of non-renewal prior to March 1, 2019. She has been serving as Instructor of Occupational Therapy in the Gregg Wadley College of Science & Health Professions.

Dr. Benjamin Smith has been notified of non-renewal prior to March 1, 2019. He has been serving as Assistant Professor of English in the College of Liberal Arts.

F. TERMINATION

Ms. Lisa Roach, Instructor/Clinic Director of Speech-Language Pathology in the Gregg Wadley College of Science & Health professions has been terminated effective January 31, 2019. Ms. Roach has been a full-time employee since July 2018.

G. PROMOTION IN RANK

The following faculty members are recommended for advancement in rank effective with the beginning of the 2019 fall semester. The faculty listed have been recommended by their respective College Dean and the Provost:

College of Business & Technology

Dr. Halil Kaya	Associate Professor to Professor
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College of Education

Dr. Sherry Been	Assistant Professor to Associate Professor
Dr. Anita Ede	Associate Professor to Professor
Ms. Jarilyn Haney	Instructor to Assistant Professor
Dr. J. Mark Kirk	Assistant Professor to Associate Professor
Dr. Ingrid Massey	Assistant Professor to Associate Professor

College of Liberal Arts

Dr. Eun-Jun Bang	Associate Professor to Professor
Ms. Dana Boren-Boer	Instructor to Assistant Professor
Ms. Carolyn Cox	Instructor to Assistant Professor
Dr. Christopher Garland	Instructor to Assistant Professor
Ms. Toni Hail	Instructor to Assistant Professor
Dr. Andre' Diane Hammons	Assistant Professor to Associate Professor
Mr. Benjamin Hay	Instructor to Assistant Professor
Mr. Christopher Murphy	Assistant Professor to Associate Professor
Dr. Amy Proctor	Instructor to Assistant Professor
Dr. Cheryl Van Den Handel	Assistant Professor to Associate Professor

Gregg Wadley College of Science and Health Professions

Dr. Pamela Christol	Associate Professor to Professor
Dr. Richard Hasenauer	Assistant Professor to Associate Professor
Dr. Sung-Kun (Sean) Kim	Associate Professor to Professor
Dr. Sallie Ruskoski	Assistant Professor to Associate Professor

Oklahoma College of Optometry

Dr. Ryan Fenska	Clinical Assistant Professor to Clinical Associate Professor
Dr. Sarah Krein	Assistant Professor to Associate Professor
Dr. April Parker	Assistant Professor to Associate Professor
Dr. Charles (Neal) Whittle	Assistant Professor to Associate Professor

H. TENURE

The following faculty members are recommended for tenure effective with the beginning of the 2019 fall semester.

<u>Name</u>	<u>Appointment Date</u>	<u>Academic Area</u>
<u>College of Business & Technology</u>		
Dr. Mitch Ricketts	August 2013	Safety Management
<u>College of Education</u>		
Dr. Sherry Been	August 2013	Curriculum & Instruction
Dr. J. Mark Kirk	August 2015	Psychology & Counseling
Dr. Ingrid Massey	August 2009	Curriculum & Instruction
<u>College of Liberal Arts</u>		
Dr. Andre' Diane Hammons	August 2013	Criminal Justice
Mr. Christopher Murphy	August 2010	English
<u>Gregg Wadley College of Science & Health Professions</u>		
Dr. Richard Hasenauer	August 2015	Mathematics
Dr. Sung-Kun (Sean) Kim	August 2014	Natural Sciences
Dr. Sallie Ruskoski	August 2010	Med Lab Science
<u>Oklahoma College of Optometry</u>		
Dr. Sarah Krein	January 2010	Optometry
Dr. Charles (Neal) Whittle	July 2013	Optometry

I. REAPPOINTMENT OF TENURE TRACK FACULTY DURING PROBATIONARY PERIOD

In accordance with Board policy, the following persons will be retained on a tenure track basis for the 2019-2020 academic year.

NAME	RANK	DEPARTMENT
Dr. Samuel Asante	Assistant Professor	Psychology & Counseling
Dr. Alesha Baker	Assistant Professor	Educational Leadership
Dr. Edwin Bellman	Assistant Professor	Technology
Dr. Samantha Benn-Duke	Assistant Professor	Curriculum & Instruction
Dr. Christian Bester	Assistant Professor	Music
Ms. Beth Bowin	Assistant Professor	Psychology & Counseling
Dr. Tara Brown	Assistant Professor	Optometry
Dr. Maria Christian	Assistant Professor	Educational Leadership
Dr. Christopher Clark	Assistant Professor	History
Dr. Anna De Vault	Assistant Professor	English

REAPPOINTMENT OF TENURE TRACK FACULTY DURING PROBATIONARY PERIOD CONT'D

NAME	RANK	DEPARTMENT
Dr. Joseph Farmer	Assistant Professor	English
Dr. Brett Fitzgerald	Associate Professor	Criminal Justice
Dr. Luke Foster	Assistant Professor	Mathematics
Dr. Jari Frazier	Assistant Professor	Optometry
Ms. Dee Ann Gerlach	Assistant Professor	Health & Kinesiology
Dr. Sanchari Ghosh	Assistant Professor	Economics
Dr. Nathan Green	Assistant Professor	Chemistry
Dr. Beth Green-Nagle	Assistant Professor	Spanish
Dr. Kendra Haggard	Assistant Professor	English
Ms. Jericho Hobson	Assistant Professor	Teacher Education
Dr. Ashalee Hurst	Assistant Professor	Psychology & Counseling
Dr. Janaki Iyer	Assistant Professor	Biology
Dr. Jonathan Janzen	Assistant Professor	Optometry
Dr. Maureen Johnson	Assistant Professor	English
Dr. Alexis Jones	Assistant Professor	Medical Lab Science
Dr. Moosong Kim	Assistant Professor	Health & Kinesiology
Dr. Farina King	Assistant Professor	History
Dr. Susan Kirk	Assistant Professor	Curriculum & Instruction
Dr. Matthew Krein	Assistant Professor	Optometry
Dr. Karl Kruczek	Assistant Professor	Mathematics
Dr. Nicole Lasky	Assistant Professor	Criminal Justice
Dr. Jodi Legnon	Assistant Professor	Teacher Education
Dr. Sarah Lowman	Assistant Professor	Spanish
Dr. Arunkumar Madapusi	Assistant Professor	Management
Dr. Jeffrey Maloney	Assistant Professor	English
Dr. Douglas Martin	Assistant Professor	EHSM
Dr. Justin McBride	Assistant Professor	English
Dr. John McIntosh	Assistant Professor	Geography
Dr. Elizabeth Melles	Assistant Professor	Psychology & Counseling
Dr. Michael Morgan	Assistant Professor	Biology
Dr. Whitney Myers	Assistant Professor	Music
Dr. Nayyer Naseem	Assistant Professor	Marketing
Dr. Connor O'Dell	Assistant Professor	Mathematics
Dr. Susan Patrick	Assistant Professor	Curriculum & Instruction
Ms. Kimberly Phillips	Assistant Professor	Curriculum & Instruction
Dr. Sarah Ramsey	Assistant Professor	Curriculum & Instruction
Dr. Christy Reed	Assistant Professor	Early Childhood Education
Dr. David Simpson	Assistant Professor	Optometry
Dr. Lara Searcy	Assistant Professor	English
Dr. Irina Strout	Assistant Professor	English
Dr. Candessa Tehee	Assistant Professor	American Studies
Dr. Tracy Thompson	Assistant Professor	Teacher Education

REAPPOINTMENT OF TENURE TRACK FACULTY DURING PROBATIONARY PERIOD CONT'D

NAME	RANK	DEPARTMENT
Dr. Sarah Turner McGowen	Assistant Professor	Communication
Ms. Jaymie VanMeter	Assistant Professor	Psychology & Counseling
Dr. Ricky Wallace	Associate Professor	HCA
Dr. Theodore Ward	Assistant Professor	Computer Science
Dr. Christopher Weaver	Assistant Professor	Geography
Dr. Arthur Wendorf, II	Assistant Professor	Spanish
Dr. Lauren Wright	Assistant Professor	Criminal Justice
Dr. Naixue (Neal) Xiong	Associate Professor	Math/Computer Science
Dr. Min-Chi Yan	Assistant Professor	Curriculum & Instruction

J. REAPPOINTMENT OF NON-TENURE TRACK FACULTY

I recommend the following faculty for reappointment on a non-tenure track basis for the 2019-2020 academic year.

NAME	RANK	DEPARTMENT
Dr. Erica Argyropoulos	Instructor	Library Services
Ms. Margaret Bates	Instructor	Occupational Therapy
Mr. Troy Bender	Instructor	Physician Assist Studies
Mr. Alan Brokenicky	Clinical Assist Professor	Physician Assist Studies
Ms. Kimberly Church	Instructor	Teacher Education
Ms. Jameie Combs	Instructor	Curriculum & Instruction
Ms. Sydney Dorrough	Instructor	Occupational Therapy
Ms. Sheila Fritts	Instructor	Health & Kinesiology
Ms. Tonya Garrett	Instructor	Teacher Education
Dr. Stephen Grissom	Instructor	Psychology & Counseling
Ms. Sylvia Hunter	Instructor	Art
Ms. Lindsey Ince	Instructor	Nutritional Science
Ms. Dianne Kirk	Instructor	Medical Lab Science
Ms. Brooke Klintworth	Instructor	Speech-Language Path
Ms. Amber Long	Instructor	Nutritional Science
Ms. Kimberly Loy	Instructor	Health & Kinesiology
Dr. Daniel McNeill	Clinical Assist Professor	Physician Assist Studies
Ms. Garnet Nowell	Instructor	Library Services
Ms. Laura Padgett	Instructor	Speech-Language Path
Ms. Alyssa Ross	Instructor	Library Services
Mr. Karl Siewert	Instructor	Library Services
Ms. Kelley (Frost) Sky Eagle	Instructor	Nutritional Science
Mr. Chad Stangl	Instructor	Health & Kinesiology
Ms. Sophia Beverley Threatt	Instructor	Library Services

K. REAPPOINTMENT OF NON-TENURED (FACULTY) AFTER SEVEN YEARS

In compliance with personnel policies of the Board concerning employment of non-tenured faculty beyond seven years, I recommend approval to continue employment of the following faculty during the **2019-2020** academic year.

NAME	RANK	DEPARTMENT
Mr. Grant Alexander	Assistant Professor	Information Systems
Ms. Vickie Brown-Racy	Instructor	Psychology & Counseling
Dr. Ron Cambiano	Assistant Professor	Education
Ms. Sharon Clevenger Baldridge	Instructor	English
Mr. Lyle Deiter	Instructor	English
Ms. Margaret Dobbs	Instructor	Health & Kinesiology
Dr. Heather Fenton	Clinical Assistant Prof	Nursing
Ms. Cassie Friese	Instructor	Mass Communications
Ms. Barbara Fuller	Instructor	Teacher Education
Ms. Deborah Hyde	Instructor	General Physical Sciences
Ms. Rhea Kaltenbach	Instructor	Health & Kinesiology
Mr. Wyman Kirk	Instructor	Cherokee
Dr. Diana Mashburn	Clinical Assistant Prof	Nursing
Ms. Sandra Martin	Instructor	Library Services
Ms. Misty Megee	Instructor	Mathematics
Dr. Judy Melvin	Professor	Occupational Therapy
Mr. Brandon Oberg	Instructor	Library Services
Ms. Nancy Paulie	Instructor	Mathematics
Dr. Ronald Petty	Assistant Professor	Marketing
Dr. Amy Proctor	Instructor	Criminal Justice
Mr. Steven Rice	Instructor	Computer Science
Mr. Thomas Rink	Instructor	Library Services
Ms. Susan Semrow	Instructor	English
Mr. William Thompson	Assistant Professor	Hosp & Tourism Mgmt
Mr. Darren Tobey	Instructor	Library Services
Ms. Vicki Spencer	Instructor	Accounting
Ms. Sheree Whiteside	Instructor	Psychology & Counseling
Ms. Sarah Whittle	Instructor	Library Services
Dr. Weijia Zhu	Instructor	Physics

L. STATUS OF TEMPORARY FACULTY

The following temporary faculty members will complete their one-year contract at the end of the 2018-2019 academic year.

NAME	RANK	DEPARTMENT
Ms. Deborah Al-Rawi	Instructor	Speech-Language Path
Ms. Jessica Beck Asher	Instructor	Nutritional Science

STATUS OF TEMPORARY FACULTY CONT'D

NAME	RANK	DEPARTMENT
Dr. Molly Brown	Instructor	Communications
Ms. Caitlin Bruder	Instructor	Speech-Language Path
Dr. Saunya Burkhart	Clinical Assistant Prof	Optometry
Dr. Richard Castillo	Clinical Professor	Optometry
Dr. Caitlin Chevalier	Clinical Assistant Prof	Optometry
Ms. Lisa Czlonka	Instructor	Management
Dr. Ryan Fenska	Clinical Assistant Prof	Optometry
Ms. Amanda Lamberson	Instructor	Art
Mr. Timothy Laquerre	Instructor	Information Technology
Dr. John Lindsay	Clinical Assistant Prof	Optometry
Ms. Autumn Mahaney	Instructor	Speech-Language Path
Mr. Raymond Murphy	Instructor	Economics
Mr. Jason Nichols	Instructor	Political Science
Mr. Jon Marcus Olive	Instructor	Health Care Administration
Dr. Seth Rich	Clinical Assistant Prof	Optometry
Dr. Brent Roberts	Clinical Assistant Prof	Optometry
Ms. Elaina Ross	Instructor	Communications
Dr. Bret Seamons	Clinical Assistant Prof	Optometry
Dr. Nicole Stout	Clinical Assistant Prof	Optometry
Mr. James Dennis Tibbits	Instructor	Speech-Language Path
Dr. Heidi Thoden	Clinical Associate Prof	Optometry
Ms. Jennifer Walton	Instructor	Speech-Language Path
Ms. Amber Whisenhunt	Instructor	Accounting
Dr. Jessica White	Clinical Assistant Prof	Optometry
Dr. Andrew Young	Clinical Assistant Prof	Optometry
Dr. Bryan Young	Clinical Assistant Prof	Optometry
Dr. Richard Zamor	Instructor	Biology

II. ROOM AND BOARD RATES

Northeastern State University is recommending the following, regarding room and board rates for the 2019-2020 academic year. Room rates are being proposed to increase by an average of 1.6% to fund deferred maintenance needs. Meal plan increases are being proposed to offset increasing costs from our food service provider, as reflected in the contract extension signed in 2017. The board rate increases being proposed average a 3.4% increase. The increases are intended to begin in the fall 2019 semester.

Residence Hall Rates		FY19	Proposed FY20
Cobb Hall	4 person	\$2,200	\$2,250
	2 person	\$2,500	\$2,500
	1 person	\$2,950	\$2,950

Residence Hall Rates		FY19	Proposed FY20
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Leoser Hall	2 person	\$1,550	\$1,600
	1 person	\$2,100	\$2,150
Seminary Suites	4 person	\$2,500	\$2,550
	2 person	\$2,900	\$2,950
Wyly Hall	2 person	\$1,750	\$1,800
	1 person	\$2,200	\$2,300

Courtside

Single & Multiple Student Rates		FY19	Proposed FY20
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Courtside Married/Family	1-bdrm	\$3,150	\$3,150
	2-bdrm	\$3,650	\$3,650
	3-bdrm	\$4,000	\$4,000
Upperclassmen	1bdrm/1 student	\$3,150	\$3,150
	1bdrm/2 students	\$2,360	\$2,360
	2 bdrm/2 students	\$2,650	\$2,650
	2 bdrm/2 students/single bdrm	\$2,300	\$2,300
	2 bdrm/3 students/double bdrm	\$2,000	\$2,000
	3 bdrm/3 students	\$2,500	\$2,500
	3 bdrm/4 students/single bdrm	\$2,150	\$2,150
	3 bdrm/4 students/double bdrm	\$1,850	\$1,850

Meal Plan Rates	Actual FY19	Proposed FY20
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17 meals per week +\$150 Flex Per Semester	\$2,000.00	\$2,070.00
15 meals per week +\$200 Flex Per Semester	\$1,975.00	\$2,045.00
12 meals per week +\$200 Flex Per Semester	\$1,925.00	\$1,990.00
10 meals per week +\$350 Flex Per Semester	\$1,890.00	\$1,955.00
8 meals per week +\$175 Flex Per Semester	\$1,450.00	\$1,500.00
Block 150 +\$75 Flex Per Semester	\$1,425.00	\$1,475.00

<u>Meal Plan Rates</u>	<u>Actual FY19</u>	<u>Proposed FY20</u>
Block 25 +\$75 Flex Per Semester	\$ 305.00	\$ 315.00
Block 50 +\$75 Flex Per Semester	\$ 515.00	\$ 530.00
Block 80 +\$100 Flex Per Semester	\$ 750.00	\$ 775.00

III. GRANTS AND CONTACTS

The University has received notification of funding for the following proposals:

Paving the Way: Green Country's Cultural & Historical Preservation Initiative

2019..... \$11,957.00

A grant from National Endowment for Humanities – Division of Preservation and Access. Funds will support hosting a two-day event September 27 and 28, 2019 for community members to bring in historical materials related to Tahlequah, surrounding communities, NSU and the Cherokee Male and Female Seminaries to be digitized for preservation and access in NSU Special Collections and Archives. The project director is Ms. Brenda Bradford.

Total of Grants and Contracts \$11,957.00

Respectfully submitted,



Steve Turner, Ph.D.
President

Regional University System of Oklahoma

RESOLUTION

WHEREAS, Dr. Leland W. Carr will retire as Professor of Optometry at Northeastern State University on August 1, 2019; and

WHEREAS, Dr. Carr has served faithfully and honorably as a faculty member in the Oklahoma College of Optometry for twenty-two years as a committed clinician and educator, active scholar, research consultant, and advisor; and

WHEREAS, Dr. Carr has demonstrated outstanding leadership in roles such as Clinical Chief of Ocular Disease, Coordinator of Externships & Residencies, Chairman of Student Grading & Evaluation, Director of Clinics, and Assistant Dean of Development; and

WHEREAS, Dr. Carr has distinguished himself through years of volunteer service at the OU Bedlam Community Health Clinic in Tulsa, Oklahoma where his leadership connected different healthcare professions and improved collaboration and the quality of patient care; and

WHEREAS, Dr. Carr has demonstrated outstanding leadership in professional associations including President of the Oklahoma Association of Optometric Physicians (OAOP), President of the Association of Schools and Colleges of Optometry (ASCO), consultant to the American Board of Optometry, consultant to the Accreditation Council on Optometric Education (ACOE), and others too numerous to list; and

WHEREAS, Dr. Carr has distinguished himself by presenting hours of continuing education to licensed practitioners across the nation, and has authored and co-authored many journal articles and textbook chapters; and

WHEREAS, Dr. Carr was inducted into the Oklahoma Association of Optometric Physician's Hall of Fame in 2006, became certified as a Diplomate of the American Board of Optometry in 2011, was awarded the Heart of America O.D. of the Year in 2013, and received the Distinguished Service Award from the American Optometric Association in 2015, in addition to numerous other awards; and

WHEREAS, through his dedication to teaching and the highest ideals of his profession, Dr. Carr has always had the respect and admiration of his students and colleagues; and

NOW, THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestows upon **Dr. Leland W. Carr** the honorary title of "**Professor Emeritus of Optometry**" and extends to him an expression of commendation and appreciation for his contributions to the success of Northeastern State University and wish for him continued prosperity, good health, and a feeling of satisfaction so rightly deserved by one who has served so faithfully and honorably as an educator for optometry students and doctors of Oklahoma; and

BE IT FURTHER RESOLVED, that this Resolution be entered into the official minutes of the Regional University System of Oklahoma and a copy, signed by the President of the Board,

forwarded to Dr. Leland W. Carr in Catoosa, Oklahoma.

ADOPTED by the Regional University System of Oklahoma this 12th day of April, 2019.

Regent Mark A. Stansberry, Chair
Regional University System of Oklahoma

ATTEST:

Regent Connie Reilly, Secretary
Regional University System of Oklahoma

Regional University System of Oklahoma

RESOLUTION

WHEREAS, Dr. Craig William Clifford will retire as Professor of Biology at Northeastern State University on May 1, 2019; and

WHEREAS, Dr. Clifford has served faithfully and honorably on the Northeastern State University faculty for 34 years and has made many contributions as a faculty member which have benefited colleagues, students, the university, and the community; and

WHEREAS, Dr. Clifford has demonstrated outstanding leadership through his service as Dean of the College of Science and Health Professions for four years, President of the NSU Faculty Council, Chair of the Biology Department, Director of the Biosciences Research Facility, and President of the Oklahoma Academy of Science for two terms (one of only two to do so); and

WHEREAS, Dr. Clifford has shown tremendous ability in helping students obtain their goals, mentoring numerous students, serving as the Pre-Professional Health Advisor, and faculty sponsor for Rho Theta Sigma Honor Society, Pre-Optometry Club, and Alpha Epsilon Delta; and

WHEREAS, Dr. Clifford received the Circle of Excellence Award in Service, was honored as one of the original NSU Centurions, and received the President's Model the Way Award for exemplifying service above self, being a role model for faculty and students, promoting the mission of the University, and employing a sense of community and collegiality at NSU; and

WHEREAS, Dr. Clifford has wholeheartedly served the community through involvement with Habitat for Humanity, Tahlequah Community Playhouse, Tahlequah Main Street Board, Tahlequah Kiwanis Club, and the Feed My Sheep Program; and

WHEREAS, Dr. Clifford is an active scholar and has shown his dedication to the profession through various reports, funding, and posters from his work with the American Burying Beetle, and memberships in the Human Anatomy and Physiology Society, the Oklahoma Physiology Society, and the Sigma Xi Scientific Research Society; and

WHEREAS, through his commitment to the ideals of his profession, Dr. Clifford is deserving of special recognition for the influence he has had on his colleagues, his students, and the community;

NOW THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestows upon **Dr. Craig Clifford** the honorary title of "**Professor Emeritus of Biology**" and extends to him an expression of commendation and appreciation for his contributions to the success of Northeastern State University and wish for his continued prosperity, good health, and a feeling of satisfaction so rightly deserved by one who has served so faithfully and honorably as an educator for the students of Oklahoma; and

BE IT FURTHER RESOLVED that this Resolution be entered into the official minutes of the Regional University System of Oklahoma and a copy, signed by the Chair of the Board, forwarded to Dr. Craig Clifford in Tahlequah, Oklahoma.

ADOPTED by the Regional University System of Oklahoma this twelfth day of April, 2019.

Regent Mark A. Stansberry, Chair
Regional University System of Oklahoma

ATTEST:

Regent Connie Reilly, Secretary
Regional University System of Oklahoma

Regional University System of Oklahoma

RESOLUTION

WHEREAS, Dr. Shae Donham-Foutch will retire as Associate Professor of Healthcare Administration at Northeastern State University on August 1, 2019; and

WHEREAS, Dr. Donham-Foutch has served faithfully and honorably on the Northeastern State University faculty for 30 years; and

WHEREAS, Dr. Donham-Foutch has many contributions as a faculty member which have benefitted colleagues, students, the university, and the community; and

WHEREAS, Dr. Donham-Foutch has shown her dedication to the profession by serving as a sponsor for the Healthcare Administration student organization and advisory board, bringing alumni and professionals from across the region to strengthen NSU's program; and

WHEREAS, Dr. Donham-Foutch is a committed teacher who supports the work of students and colleagues, has many connections with area and national healthcare providers, and has made noteworthy contributions in the development of the healthcare administration program and efforts to eliminate healthcare disparities in the region, across the nation, and internationally; and

WHEREAS, through her commitment to the highest ideals of her profession, Dr. Donham-Foutch is deserving of special recognition for the influence she has had on NSU, her colleagues, educators and students, and the children and families of our state and nation; and

NOW THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestows upon **Dr. Shae Donham-Foutch** the honorary title of "**Associate Professor Emeritus of Healthcare Administration**" and extends to her an expression of commendation and appreciation for her contributions to the success of Northeastern State University and wish for her continued prosperity, good health, and a feeling of satisfaction so rightly deserved by one who has served so faithfully and honorably as an educator for the students of Oklahoma; and

BE IT FURTHER RESOLVED that this Resolution be entered into the official minutes of the Regional University System of Oklahoma and a copy, signed by the Chair of the Board, forwarded to Dr. Shae Donham-Foutch in Tahlequah, Oklahoma.

ADOPTED by the Regional University System of Oklahoma this 12th day of April, 2019.

Regent Mark A. Stansberry, Chair
Regional University System of Oklahoma

ATTEST:

Regent Connie Reilly, Secretary
Regional University System of Oklahoma

Regional University System of Oklahoma
RESOLUTION

WHEREAS, Dr. J. Rachel Green will retire as Assistant Professor of Teacher Education at Northeastern State University on June 1, 2019; and

WHEREAS, Dr. Green has served faithfully and honorably on the Northeastern State University faculty for 19 years and served as coordinator for multiple programs and courses; and

WHEREAS, Dr. Green has many contributions as a faculty member which have benefitted colleagues, students, the university, and the community, and has been recognized by her colleagues in the College of Education as the Dewberry Outstanding Faculty in Teaching for 2017-2018; and

WHEREAS, Dr. Green has demonstrated outstanding leadership through her membership in multiple professional associations and presentations for state and national organizations including the Native American Symposium; and

WHEREAS, Dr. Green has shown her dedication to equality by serving as the President of Parents, Friends, and Family of Lesbians and Gays (PFLAG) and a board member for Tahlequah; and

WHEREAS, Dr. J. Rachel Green has served the institution by researching, developing, and teaching new graduate level courses in American Indian leadership and education; and

WHEREAS, Dr. Green is an active scholar and committed teacher who supports the work of students and colleagues, has many noteworthy contributions related to the implementation of learning styles and provided consultations in Native American studies; and

WHEREAS, through her commitment to the highest ideals of her profession, Dr. Green is deserving of special recognition for the influence she has had on NSU, her colleagues, public school educators, teacher education majors, and the families of our state and nation; and

NOW THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestows upon **Dr. J. Rachel Green** the honorary title of “**Assistant Professor Emeritus of Teacher Education**” and extends to her an expression of commendation and appreciation for her contributions to the success of Northeastern State University and wish for her continued prosperity, good health, and a feeling of satisfaction so rightly deserved by one who has served so faithfully and honorably as an educator for the students of Oklahoma; and

BE IT FURTHER RESOLVED that this Resolution be entered into the official minutes of the Regional University System of Oklahoma and a copy, signed by the Chair of the Board, forwarded to Dr. J. Rachel Green in Tahlequah, Oklahoma.

ADOPTED by the Regional University System of Oklahoma this 12th day of April, 2019.

Regent Mark A. Stansberry, Chair
Regional University System of Oklahoma

ATTEST:

Regent Connie Reilly, Secretary
Regional University System of Oklahoma

Regional University System of Oklahoma
RESOLUTION

WHEREAS, Dr. Tom Jackson will retire as Professor of Psychology and Counseling and Assistant Vice President of Academic Affairs at Northeastern State University on April 1, 2019; and

WHEREAS, Dr. Jackson has served faithfully and honorably on the Northeastern State University faculty for 15 years including services as Graduate Dean from 2004 to 2015 as well as Assistant Vice President for Academic Affairs from 2009-2019; and

WHEREAS, Dr. Jackson has many contributions as a faculty member which have benefitted colleagues, students, the university, and the community, including forty years of graduate teaching across his career, leading Ph.D. programs in Clinical Psychology, and chairing the American Psychological Association Committee on Accreditation; and

WHEREAS, Dr. Jackson has demonstrated outstanding leadership as tri-chair of NSU's 2012 Higher Learning Commission site visit, chair of the Assessment Academy and Persistence & Completion Academy teams, service as NSU's Research Integrity Officer, supervisor of the Research and Sponsored Programs office, and membership on countless committees and task forces; and

WHEREAS, Dr. Jackson has served the institution and academy through excellence in research as the principal investigator for three major Title III grants serving thousands of in-need and minority students, by encouraging undergraduate research as chair and host site coordinator for Oklahoma Research Day for four years, and by receiving the Oklahoma State Regents for Higher Education Recognition of Excellence Award at the sixth annual Promoting Undergraduate Research conference; and

WHEREAS, Dr. Jackson is an active scholar, publishing more than 13 books, over 125 chapters, numerous refereed journal publications, and a large number of national /international presentations in the field of violence and assault prevention; and

WHEREAS, through his commitment to the highest ideals of his profession, Dr. Jackson is deserving of special recognition for the influence he has had on NSU and his colleagues; and

NOW THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestows upon **Dr. Thomas Jackson** the honorary title of "**Professor Emeritus of Counseling**" and extends to him an expression of commendation and appreciation for his contributions to the success of Northeastern State University and wish for him continued prosperity, good health, and a feeling of satisfaction so rightly deserved by one who has served so faithfully and honorably as an educator for the students of Oklahoma; and

BE IT FURTHER RESOLVED that this Resolution be entered into the official minutes of the Regional University System of Oklahoma and a copy, signed by the Chair of the Board, and forwarded to Dr. Thomas Jackson in Hulbert, Oklahoma.

ADOPTED by the Regional University System of Oklahoma this 12th day of April, 2019.

Regent Mark A. Stansberry, Chair
Regional University System of Oklahoma

ATTEST:

Regent Connie Reilly, Secretary
Regional University System of Oklahoma

Regional University System of Oklahoma

RESOLUTION

WHEREAS, Dr. David (Dave) Kern will retire as Professor of Management at Northeastern State University on May 1, 2019; and

WHEREAS, Dr. Kern has served faithfully and honorably on the Northeastern State University faculty for 19 years; and

WHEREAS, Dr. Kern has many contributions as a faculty member which have benefitted colleagues, students, the university, and the community; and

WHEREAS, Dr. Kern has demonstrated outstanding leadership through his membership in multiple professional associations and presentations for state and national organizations including the Strategic Management Society; and

WHEREAS, Dr. Kern has shown his dedication to the profession by serving as a sponsor for the Delta Mu Delta, an international honor society for business administration students; and

WHEREAS, Dr. Kern has served the institution over the years as Chair of the University Planning Council and member of the Honors and Awards committee, the Honors Program Advisory Council, the Library committee, and the Athletics committee; and

WHEREAS, Dr. Kern is an active scholar and committed teacher who supports the work of students and colleagues, has multiple publications in peer-reviewed venues, and has made noteworthy contributions in the management field; and

WHEREAS, through his commitment to the highest ideals of his profession, Dr. Kern is deserving of special recognition for the influence he has had on NSU, his colleagues, management educators and majors, area businesses, and the children and families of our state and nation; and

NOW THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestows upon **Dr. David Kern** the honorary title of “**Professor Emeritus of Management**” and extends to him an expression of commendation and appreciation for his contributions to the success of Northeastern State University and wish for him continued prosperity, good health, and a feeling of satisfaction so rightly deserved by one who has served so faithfully and honorably as an educator for the students of Oklahoma; and

BE IT FURTHER RESOLVED that this Resolution be entered into the official minutes of the Regional University System of Oklahoma and a copy, signed by the Chair of the Board, forwarded to Dr. David Kern in Tahlequah, Oklahoma.

ADOPTED by the Regional University System of Oklahoma this 12th day of April, 2019.

Regent Mark A. Stansberry, Chair
Regional University System of Oklahoma

ATTEST:

Regent Connie Reilly, Secretary
Regional University System of Oklahoma

Regional University System of Oklahoma

RESOLUTION

WHEREAS, Dr. Edgarita (Edie) Long will retire as Professor of Speech-Language Pathology at Northeastern State University on May 1, 2019; and

WHEREAS, Dr. Long has served faithfully and honorably on the Northeastern State University faculty for 20 years and served as Program Chair of Speech-Language Pathology for several years; and

WHEREAS, Dr. Long has many contributions as a faculty member which have benefitted colleagues, students, the university, and the community; and

WHEREAS, Dr. Long has demonstrated outstanding leadership through her membership in multiple professional associations and presentations for state and national organizations including the American Speech-Language-Hearing Association (ASHA) where she also engaged in Special Interest Groups and Pre-Conference Symposia; and

WHEREAS, Dr. Long has shown her dedication to the profession by serving as a mentor to other faculty, a role model for students, and a friend to all; and

WHEREAS, Dr. Long has served the institution by serving on the American Indian Heritage Committee that implements the annual Symposium on the American Indian; and

WHEREAS, Dr. Long is an active scholar and committed teacher who supports the work of students and colleagues, has multiple publications in peer-reviewed venues and journals such as *Journal of American Indian Education*, and *Perspectives of the ASHA Special Interest Groups*, and has many noteworthy contributions in Speech-Language Pathology Clinical practice; and

WHEREAS, through her commitment to the highest ideals of her profession, Dr. Long is deserving of special recognition for the influence she has had on NSU, her colleagues, speech-language pathologists, school educators, speech-language pathology majors, and the children and families of our state and nation; and

NOW THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestows upon **Dr. Edgarita Long** the honorary title of “**Professor Emeritus of Speech-Language Pathology**” and extends to her an expression of commendation and appreciation for her contributions to the success of Northeastern State University and wish for her continued prosperity, good health, and a feeling of satisfaction so rightly deserved by one who has served so faithfully and honorably as an educator for the students of Oklahoma; and

BE IT FURTHER RESOLVED that this Resolution be entered into the official minutes of the Regional University System of Oklahoma and a copy, signed by the Chair of the Board, forwarded to Dr. Edgarita Long in Tahlequah, Oklahoma.

ADOPTED by the Regional University System of Oklahoma this 12th day of April, 2019.

Regent Mark A. Stansberry, Chair
Regional University System of Oklahoma

ATTEST:

Regent Connie Reilly, Secretary
Regional University System of Oklahoma

RESOLUTION

WHEREAS, Dr. John Mercer, will retire as Professor of English at Northeastern State University on May 1, 2019; and

WHEREAS, Dr. Mercer has faithfully and honorably served on the Northeastern State University faculty for 35 years, teaching 13 years in Tahlequah, 5 years in Tulsa, and 17 years in Broken Arrow where he coordinated the Master of Arts in English program, served as faculty sponsor of Alpha Chi National College Honor Society, and was a member of numerous committees in the department, college, and university; and

WHEREAS, Dr. Mercer led the effort to bring NSU's English program to the Tulsa-Broken Arrow metro area, served as a member of the "windshield" faculty at the University Center at Tulsa as NSU's only full-time English professor and later became the first full-time English professor at NSU-Broken Arrow; and

WHEREAS, Dr. Mercer has served as academic advisor, capstone supervisor, master's thesis reader, and mentor for numerous students, including those who presented at Undergraduate Research Day and the Visions Conference, as well as more than 25 graduate students who presented Shakespeare papers at academic conferences; and

WHEREAS, Dr. Mercer has received several teaching awards, including the Circle of Excellence Award in Teaching, Sigma Tau Delta's Outstanding Faculty Award (twice), and the NSU Traditions Council's RiverHawk Recognition Award; and

WHEREAS, Dr. Mercer initiated, planned, and taught the "Study Away: Shakespeare" course for 11 years, providing opportunities for more than 100 students to study plays through performances at the Oregon Shakespeare Festival; and

WHEREAS, Dr. Mercer has been a longtime leader in the South-Central Renaissance Conference, serving as at-large board member, executive secretary-treasurer, program chair, vice president, and president;

NOW THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestows upon **Dr. John Mercer** the honorary title of "**Professor Emeritus of English**" and extends to him an expression of commendation and appreciation for his contributions to the success of Northeastern State University and wish for his continued prosperity, good health, and a feeling of satisfaction so rightly deserved by one who has served so faithfully and honorably as an educator for the students of Oklahoma; and

BE IT FURTHER RESOLVED that this Resolution be entered into the official minutes of the Regional University System of Oklahoma, and a copy signed by the President of the Board be forwarded to Dr. John Mercer, in Tulsa, Oklahoma.

ADOPTED by the Regional University System of Oklahoma this twelfth day of April, 2019.

Regent Mark A. Stansberry, Chair
Regional University System of Oklahoma

ATTEST:

Regent Connie Reilly, Secretary
Regional University System of Oklahoma

RESOLUTION

WHEREAS, Mr. James Dennis Tibbits will retire as Instructor/Clinical Supervisor in Speech-Language Pathology at Northeastern State University on May 1, 2019; and

WHEREAS, Mr. Tibbits has served faithfully and honorably on the Northeastern State University faculty for 11 years, including service as Clinic Director for one year and Interim Program Chair for three months; and

WHEREAS, Mr. Tibbits has many contributions as a faculty member which have benefitted colleagues, students, the university, and the community; and

WHEREAS, Mr. Tibbits has demonstrated outstanding leadership through his membership in multiple professional associations and presentations for state and national organizations including the Oklahoma Speech-Language-Hearing Association and the American Speech-Language-Hearing Association where he also engaged in the Dysphagia Special Interest Group; and

WHEREAS, Mr. Tibbits has shown his dedication to the profession by serving as a mentor to other faculty, a role model for students, and a friend to all; and

WHEREAS, Mr. Tibbits has served the institution by assisting with multiple self-studies and reviews for the speech-language pathology program and reports for ASHA accreditation; and

WHEREAS, Mr. Tibbits is an active scholar and committed teacher who supports the work of students and colleagues and has many noteworthy contributions in speech-language pathology practice; and

WHEREAS, through his commitment to the highest ideals of his profession, Mr. Tibbits is deserving of special recognition for the influence he has had on NSU, his colleagues, speech-language pathologists, public school educators and administrators, speech-language pathology students, and the children and families of our state and nation; and

NOW THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestows upon **Mr. James Dennis Tibbits** the honorary title of “**Instructor Emeritus of Speech-Language Pathology**” and extends to him an expression of commendation and appreciation for his contributions to the success of Northeastern State University and wish for his continued prosperity, good health, and a feeling of satisfaction so rightly deserved by one who has served so faithfully and honorably as an educator for the students of Oklahoma; and

BE IT FURTHER RESOLVED that this Resolution be entered into the official minutes of the Regional University System of Oklahoma and a copy, signed by the Chair of the Board, forwarded to Mr. James Dennis Tibbits in Stilwell, Oklahoma.

ADOPTED by the Regional University System of Oklahoma this 12th day of April, 2019.

Regent Mark A. Stansberry, Chair
Regional University System of Oklahoma

ATTEST:

Regent Connie Reilly, Secretary
Regional University System of Oklahoma

RESOLUTION

WHEREAS, Dr. John Yeutter will retire as Associate Professor of Accounting at Northeastern State University on June 1, 2019; and

WHEREAS, Dr. Yeutter has served faithfully and honorably on the Northeastern State University faculty for 24 years and served as Chair of the Department of Accounting and Finance and coordinator of NSU's VITA site; and

WHEREAS, Dr. Yeutter has many contributions as a faculty member which have benefitted colleagues, students, the university, and the community; receiving recognition as a NSU Centurion, a NSGA Outstanding Faculty of the Year Award; a Top Ten RiverHawk as well as initiation into several honor societies including Beta Gamma Sigma; Eta Sigma Phi, Delta Mu Delta and Phi Alpha Delta; and

WHEREAS, Dr. Yeutter has demonstrated outstanding leadership through board membership in the Tulsa Chapter of the Financial Planning Association, the Oklahoma Society of Certified Public Accountants, and presentations for state and national organizations including the ACBSP Annual Conference and the Southeast Regional Meeting of the American Accounting Association; and

WHEREAS, Dr. Yeutter has shown his dedication to the profession by maintaining his license to practice as a Certified Public Accountant in Oklahoma, and Certified Financial Planner; and

WHEREAS, Dr. Yeutter has served the institution as the President and Secretary-Treasurer of the NSU Faculty Council; assisted with university endeavors including strategic planning, Rozell Scholar selection, and NSU Mascot selection; and

WHEREAS, Dr. Yeutter is an active scholar and committed teacher who supports and supervises the work of students and colleagues, has multiple publications in peer-reviewed venues, and has made noteworthy contributions in accounting; and

WHEREAS, through his commitment to the highest ideals of his profession, Dr. Yeutter is deserving of special recognition for the influence he has had on NSU, his colleagues, accounting educators, accounting majors, and the children and families of our state and nation; and

NOW THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestows upon **Dr. John Yeutter** the honorary title of "**Associate Professor Emeritus of Accounting**" and extends to him an expression of commendation and appreciation for his contributions to the success of Northeastern State University and wish for his continued prosperity, good health, and a feeling of satisfaction so rightly deserved by one who has served so faithfully and honorably as an educator for the students of Oklahoma; and

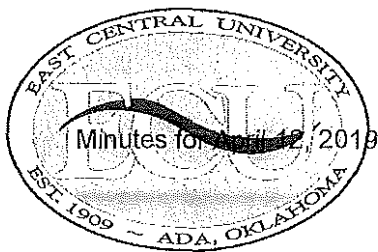
BE IT FURTHER RESOLVED that this Resolution be entered into the official minutes of the Regional University System of Oklahoma and a copy, signed by the Chair of the Board, forwarded to Dr. John Yeutter in Tahlequah, Oklahoma.

ADOPTED by the Regional University System of Oklahoma this 12th day of April, 2019.

Regent Mark A. Stansberry, Chair
Regional University System of Oklahoma

ATTEST:

Regent Connie Reilly, Secretary
Regional University System of Oklahoma



OFFICE OF THE PRESIDENT

Danley Hall, Suite 204

1100 E. 14th Street, PMB P - 8 • Ada, OK 74820 - 6999
(580) 559 - 5213 office • (580) 332 - 1623 fax Attachment C
Page 1 of 15

March 26, 2019

Regional University System of Oklahoma
Landmark Towers
3555 NW 58th Street, Suite 320
Oklahoma City, OK 73112

Dear Chair Stansberry and Members of the Board:

The recommendations of East Central University are as follows:

I. **PERSONNEL**

A. **DEAN OF THE COLLEGE OF HEALTH AND SCIENCES**

DR. KEN ANDREWS has been appointed Dean of the College of Health and Sciences, effective 1 April 2019. His annual salary for the twelve-month appointment will be \$113,000. Dr. Andrews fills the position previously held by Dr. Carl Gilbert.

Dr. Andrews received his Bachelor of Science in Zoology (1989) and his Master of Science in Zoology (1991) from Southern Illinois University. He earned his Doctor of Philosophy in Zoology at Michigan State University in 2000.

Dr. Andrews joined the faculty at East Central University in 2000. He has successfully achieved tenure and holds the rank of full professor. Dr. Andrews has been interim dean of the College of Health and Sciences since July 2018. Prior to becoming interim dean, he served as chair of the Department of Biology since 2015. He has been active in promoting undergraduate research and has taught numerous times in the Honors Program. He has a successful track record of writing and receiving grants, has been engaged in the university's efforts to improve retention and graduation rates, and has been involved with college and departmental assessment efforts. At the campus level, he has served on numerous standing institutional committees, including nine years on the program review committee.

B. FACULTY APPOINTMENTS

MS. CARLY CONKLIN has been appointed to a tenure-track appointment as Assistant Professor in the Department of Performing Arts, teaching theatre, beginning 14 August 2019. Ms. Conklin fills the position being vacated by Dr. Richard Groetzinger, who is retiring August 2019. Her annual salary will be \$48,000.

Ms. Conklin earned her Bachelor of Science in Theatre Performance from Oklahoma Christian University in 2010, and her Master of Arts in Theatre from Oklahoma State University in 2012. She received her Master of Fine Arts in Directing from Texas State University in 2018.

Ms. Conklin comes to ECU from Oklahoma State University where she is currently a Visiting Assistant Professor of Theatre Studies. She has worked professionally with the American Theatre Company in Tulsa, Oklahoma, Hyde Park and ZACH Theatres in Austin, Texas, and the Oklahoma City Theatre Company. Ms. Conklin also served as Interim Director of Theatre at St. Gregory's University.

DR. GERALD "JERRY" MIHELIC has been appointed to a tenure-track appointment as Assistant Professor of Education for the 2019 – 2020 academic year, effective 14 August 2019. Dr. Mihelic fills the position previously held by Dr. Bill Caruthers. His salary will be \$52,000.

Dr. Mihelic earned an Associate of Arts in Biblical/Educational Studies from Mid-America Christian University in 1989, a Bachelor of Science in Elementary Education from Arizona Christian University in 1990, and a Master of Education in Educational Leadership from Northern Arizona University in 1998. He received his Doctor of Education in Higher Education Administration from Oral Roberts University in 2018.

Dr. Mihelic is an experienced classroom educator and school administrator with nearly 15 years of experience in public schools, and he has served since 2005 as a member of the education faculty at Oklahoma Panhandle State University. During his tenure there he taught elementary methods courses, written CAEP and SPA reports, served as the Department Chair, and Director of Teacher Education. He also served for a year as the interim Dean of Education.

MS. SANDRA MOORE has been appointed to a non-tenure track appointment as Instructor of Nursing for the 2019-2020 academic year, effective 14 August 2019. Ms. Moore fills the position previously held by Ms. Susan Shalver, who resigned in December 2018. Her academic year salary will be \$50,500.

Ms. Moore earned a Master of Science in Nursing from Oklahoma Baptist University in 2016. She received her Bachelor of Science in Nursing from Oklahoma Panhandle State

University in 2013, and her Associate of Applied Science in Nursing from Seminole State College in 2008.

Ms. Moore possesses all minimum qualifications for the position. She is currently teaching in a full-time, one-semester appointment within the ECU School of Nursing. Ms. Moore worked as an Emergency Call-Back Educator/Instructor at St. Francis Hospital from 2017 to the present, while keeping up her bedside skills as a PRN Emergency Nurse at Jane Phillips Medical Center. She was an adjunct clinical instructor for ECU's School of Nursing in the fall of 2016; an MSN Graduate Teaching Assistant for Oklahoma Baptist University College of Nursing from 2015-2016, and an adjunct clinical instructor for Seminole State College from 2015-2016. Ms. Moore worked in the Emergency Department and as the PRN House Supervisor at St. Anthony's Shawnee Hospital from 2014-2016. From 2010-2013, she served as the Director of Nursing/Administrator and on the Board of Directors for Harmony Home Care Inc., while also working for the Oklahoma State Department of Health as the Influenza/Clinic Nurse from 2009-2010. From 2008-2014, she worked as a staff/float RN for Midwest Regional Medical Center.

C. RETIREMENT WITH EMERITUS RESOLUTION

DR. THOMAS COWGER, Professor of History and Chickasaw Nation Endowed Chair in Native American Studies, has submitted his retirement, effective 1 June 2019. Dr. Cowger was employed at ECU in 1994.

DR. REGINA ROBERTSON, Professor and Chair, Professional Programs in Human Services, has submitted her retirement, effective 1 June 2019. Dr. Robertson was employed at ECU in 1990.

DR. DOUG WEIRICK, Professor and Chair, Environmental Health Sciences, has submitted his retirement, effective 1 June 2019. Dr. Weirick was employed at ECU in 1993.

D. RESIGNATIONS

MR. JASON DIDUCH, Instructor of Nursing, Administration, has submitted his resignation effective the 1 March 2019. Dr. Diduch was employed at ECU in 2018.

E. CHANGE IN APPOINTMENT

NON-TENURED, NON-TENURE TRACK TO 12-MONTH PROFESSIONAL STAFF

Mr. Brian Lorange is moving from a 10 month, non-tenured, non-tenure track faculty position in the Department of Kinesiology, to a 12 month Athletic Trainer position in the Athletic Department effective 1 July 2019.

F. PROMOTION IN RANK (effective 2019-2020 academic year)

Instructor to Assistant Professor

Dr. Jennifer Heck, Instructor of Nursing
Dr. Amanda Hoffpauir, Instructor of Nursing

Assistant Professor to Associate Professor:

Dr. Nicholas Jacob – Assistant Professor of Mathematics
Dr. Mark Jones, Assistant Professor of Education
Dr. Michelle Lastrina, Assistant Professor of Mathematics
Dr. Jason Prather, Assistant Professor of Kinesiology
Dr. Catherine Roring, Assistant Professor of Psychology
Dr. Katherine Seals, Assistant Professor of Art
Dr. Shelli Sharber, Assistant Professor of Education

Associate Professor to Professor

Dr. Christopher Bean, Associate Professor of History
Dr. Steve Benton, Associate Professor of English and Languages
Dr. Usha Fountain, Associate Professor of Psychology

G. TENURE

In accordance with Board policy, the following persons are recommended for tenure effective with the 2019-2020 academic year.

Dr. Nicholas Jacob, Assistant Professor of Mathematics
Dr. Mark Jones, Assistant Professor of Education
Dr. Michelle Lastrina, Assistant Professor of Mathematics
Dr. Jason Prather, Assistant Professor of Kinesiology
Dr. Catherine Roring, Assistant Professor of Psychology
Dr. Katherine Seals, Assistant Professor of Art
Dr. Shelli Sharber, Assistant Professor of Education

H. REAPPOINTMENT OF NON-TENURED, NON-TENURE TRACK FACULTY

In accordance with Board policy, the following persons will be retained on a non-tenure track basis for the 2019-2020 academic year.

Ms. Rochelle Bailey	Instructor	Professional Programs in Human Services
Ms. Kristen Byers	Instructor	Business Administration
Ms. June Caruthers	Instructor	Education
Ms. Sharon Cunningham	Instructor	Education
Ms. Pamela Curtis	Instructor	Nursing
Mr. Joe Dougherty	Instructor	Accounting
Ms. Megan Dilday	Instructor	Nursing
Dr. Jaime Elliott	Instructor	Accounting
Ms. Donna Graves	Instructor	Communication and Performance Studies
Ms. Misty Gray	Instructor	Nursing
Ms. Megan Hasler	Instructor	Linscheid Library
Ms. Melonie Johnson	Instructor	Education
Dr. Amanda Hoffpauir	Instructor	Nursing
Ms. Susan Ingram	Instructor	Communication and Performance Studies
Ms. Deborah Kifer	Instructor	Nursing
Ms. Julie Lee	Instructor	Accounting
Ms. Marla Lobley	Instructor	Linscheid Library
Ms. Casey Lowry	Instructor	Linscheid Library
Ms. Nancy McClain	Instructor	Mathematics
Ms. Kelby Pletcher	Instructor	Music
Mr. Dale Powers	Instructor	Business Administration
Ms. Jennifer "Kayce" Powers	Instructor	Nursing
Ms. Gayla Reed	Instructor	Nursing
Ms. Vickie Reifsnider	Lecturer	Communication and Performance Studies
Ms. Destany Schafer-Morgan	Instructor	Professional Programs in Human Services
Ms. Tonnie Scott	Instructor	Nursing
Ms. Lisa Sheffield	Instructor	Professional Programs in Human Services
Ms. Jennifer Snell	Instructor	Education
Mr. Richard Strickler	Instructor	Business Administration
Mr. Randall Stone	Instructor	Accounting
Ms. Jeanene Taylor	Instructor	Professional Programs in Human Services
Ms. Calantha Tillotson	Instructor	Linscheid Library
Ms. Amy Ward	Instructor	Professional Programs in Human Services
Ms. Holli Witherington	Instructor	Professional Programs in Human Services

I. REAPPOINTMENT OF NON-TENURED, TENURE-TRACK FACULTY

In accordance with Board policy, we will retain the following faculty members on a tenure-track basis for the 2019-2020 academic year.

Dr. Eric Ananga	Assistant Professor	Politics, Law and Society
Dr. Terrie Becerra	Assistant Professor	Politics, Law and Society
Mr. Nathaniel Berman	Assistant Professor	Music
Dr. Stacey Bolin	Assistant Professor	Business Administration
Dr. Christopher Braun	Assistant Professor	Cartography
Dr. Douglas Bryhan	Assistant Professor	Physics
Dr. Christopher Campbell	Assistant Professor	Psychology
Dr. Megan Donelson	Assistant Professor	English and Languages
Dr. Jennifer Dorsey	Assistant Professor	English and Languages
Mr. John Dougherty	Assistant Professor	Art
Dr. Preston Draper	Assistant Professor	Politics, Law and Society
Dr. Leah Dudley	Assistant Professor	Biology
Dr. Darcy Duncan	Assistant Professor	Nursing
Dr. Mark Felts	Assistant Professor	Education
Dr. Deanna Hartley-Kelso	Assistant Professor	Business Administration
Dr. Ellen Harwell	Assistant Professor	Psychology
Dr. Dwight Hite	Assistant Professor	Business Administration
Dr. Alisha Howard	Assistant Professor	Biology
Dr. Melissa Inglis	Assistant Professor	Criminal Justice
Dr. Amanda Kashwer	Assistant Professor	Kinesiology
Dr. Nicolas Jacob	Assistant Professor	Mathematics
Dr. Sanjiv Jha	Assistant Professor	Physics
Dr. Mark Jones	Assistant Professor	Education
Dr. Errol King	Assistant Professor	English and Languages
Dr. Jessica Koch	Assistant Professor	Education
Dr. Michelle Lastrina	Assistant Professor	Mathematics
Dr. Matthew Lynam	Assistant Professor	Mathematics
Dr. Randall Maples	Assistant Professor	Chemistry
Dr. Nicholas Meyers	Assistant Professor	Music
Dr. Bruce Moring	Assistant Professor	Biology
Dr. April Nesbit	Assistant Professor	Biology
Dr. Jason Prather	Assistant Professor	Kinesiology
Dr. Suzanne Pottratz	Assistant Professor	Psychology
Dr. Robin Roberson	Assistant Professor	Psychology
Dr. Catherine Roring	Assistant Professor	Psychology
Dr. Michael Scott	Assistant Professor	Business Administration
Ms. Katherine Seals	Assistant Professor	Art
Dr. Shelli Sharber	Assistant Professor	Education

Dr. Nicholas Stowers	Assistant Professor	Kinesiology
Dr. Darcy Tessman	Assistant Professor	Family and Consumer Sciences
Dr. David Thornton	Assistant Professor	Education
Dr. Dwaine Turner	Assistant Professor	Professional Programs in Human Services
Dr. Vladimir Ufimtsev	Assistant Professor	Computer Science
Dr. Jace Vickers	Assistant Professor	Music
Dr. George Wang	Assistant Professor	Biology
Dr. Dustin Williams	Assistant Professor	Psychology

J. REAPPOINTMENT OF NON-TENURED, NON-TENURE TRACK FACULTY AFTER SEVEN YEARS

In accordance with Board policy, we will retain the following faculty members on a non-tenure track basis for the 2019-2020 academic year.

Mr. Patrick Baumann	Instructor	Linscheid Library
Ms. Dana Belcher	Instructor	Linscheid Library
Mr. W. T. Skye Garcia	Instructor	Music
Dr. Jennifer Heck	Instructor	Nursing
Ms. Jan Long	Instructor	Family and Consumer Sciences
Ms. Jillian McCarty	Instructor	Kinesiology
Mr. Jeff McGaha	Instructor	Kinesiology
Mr. Matt McGaha	Instructor	Kinesiology
Ms. Debra Ollila	Instructor	Nursing
Mr. Thom Parr	Assistant Professor	Human Resources
Ms. Viki Saidleman	Instructor	Nursing
Ms. Mary Kay Tarver	Assistant Professor	Computer Science

K. TEMPORARY APPOINTMENTS – NON-RENEWAL

The following faculty members were hired on a temporary one-year appointment for the academic year 2018-2019. These temporary appointments will not be renewed for the 2019-2020 academic year.

Mr. Eric Howard	Instructor	Environmental Health Science
Ms. Waynette Nell	Instructor	Mathematics

In accordance with Board policy, the following individual has been notified of non-reappointment for Academic Year 2019-2020 prior to March 1, 2019.

Dr. Zhaohui Su	Assistant Professor	Mass Communication
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II. ACADEMIC SERVICE FEES**REQUEST:**

- East Central University requests approval to change the description of the new combined online/alternative delivery fee to clarify how this fee is used, fees were approved at the February 2019 meeting.

CHANGE:

Name of Fee	Assessed	Fee \$ Proposed	New Revenue FY20	Total Revenue FY 20
Online/Alternative Delivery Fee (UG) (replaces Off campus and online fees)	Per Credit Hour	76.00	0	1,083,661
	All UG courses delivered with an alternative delivery method including web, off-campus, online, etc.			
	New: Support the cost of delivering courses online and by alternate delivery (e.g. software/technology upgrades and maintenance, curriculum & program development costs, faculty stipends and training, Quality Matters, Center for Teaching and Learning, Instructional Designers, support services, etc.). Previously approved: Software and Technology Upgrades and Maintenance, (Blackboard LMS). Curriculum and program development costs, faculty stipends and training, Quality Matters, Center for Teaching and Learning, Instructional Designers.			
Online/Alternative Delivery Fee (G) (replaces Off campus and online fees)	Per Credit Hour	79.50	0	487,041
	All G courses delivered with an alternative delivery method including web, off-campus, online, etc.			
	New: Support the cost of delivering courses online and by alternate delivery (e.g. software/technology upgrades and maintenance, curriculum & program development costs, faculty stipends and training, Quality Matters, Center for Teaching and Learning, Instructional Designers, support services, etc.). Previously approved: Software and Technology Upgrades and Maintenance, (Blackboard LMS). Curriculum and program development costs, faculty stipends and training, Quality Matters, Center for Teaching and Learning, Instructional Designers.			

III. **GRANTS AND CONTRACTS:** None to report.

IV. **PURCHASES:** None to report.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Katricia Pierson". The signature is fluid and cursive, with the first name "Katricia" written in a larger, more prominent script than the last name "Pierson".

Katricia G. Pierson, Ph.D.
President

Attachments: Resolution of Dr. Thomas Cowger
Resolution of Dr. Regina Robertson
Resolution of Dr. Doug Weirick

**BOARD OF REGENTS OF THE
REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA**

RESOLUTION

WHEREAS, DR. THOMAS W. COWGER has dedicated his life and devotion to education, community service; and

WHEREAS, DR. COWGER has served East Central University since 1994, first as assistant professor of history and was promoted to the rank of associate professor of history in 1999 and elevated to the rank of professor of history in 2003; and

WHEREAS, DR. COWGER has served as Chickasaw Nation Endowed Chair in Native American Studies at ECU since the establishment of the chair in 2004; and

WHEREAS, DR. COWGER received the prestigious Teaching Excellence Awards from ECU in 1996 and 2010; and

WHEREAS, DR. COWGER played a key role in the establishment of the Hayes Native American Study Center at ECU; and

WHEREAS, DR. COWGER played a vital role in ECU being awarded a five-year, \$2 million grant for "Strengthening the Culture: Undergraduate Research and Student Academic Success," a program to improve ECU's capacity to serve Native American students and low-income students in 2011; and

WHEREAS, DR. COWGER has served as chair of the Department of History of Native American Studies at ECU; and

WHEREAS, DR. COWGER has a scholarship in his name, the Dr. Tom Cowger Native American Studies Scholarship which is awarded to a student who has declared a major or minor in Native American Studies; and

WHEREAS, DR. COWGER has been engaged in research for a history of the Chickasaw Nation in the 20th Century; and

WHEREAS, DR. COWGER worked with the Chickasaw Nation and Choctaw Nation on a National Park service project on the Natchez Trace; and

WHEREAS, DR. COWGER served on the ECU Presidential Search Committee in 2016; and

WHEREAS, DR. COWGER earned his Ph.D. in American History in 1994; master of arts in American History in 1989 and bachelor of science in Supervision in 1980, all from Purdue University; and

WHEREAS, DR. COWGER served in instructing and teaching assistant roles in the Department of History at Purdue University; and

WHEREAS, DR. COWGER has much of his work and papers published and achieved many grants and awards while working at Purdue University; and

WHEREAS, DR. COWGER is a member of the Honor Society of Phi Kappa Phi and held or holds memberships in the Organization of American Historians, American Historical Association and Western Historical Association; and

NOW, THEREFORE, BE IT RESOLVED, that the **Regional University System of Oklahoma** bestows upon **DR. THOMAS W. COWGER** the honorary title of “**Professor Emeritus of History**” and extends to him an expression of commendation and appreciation for his many contributions to the success of East Central University and wishes for his continued health and happiness, and a feeling of joy and satisfaction which rightfully comes to a person who has served so faithfully and honorably as an educator in the State of Oklahoma; and

BE IT FURTHER RESOLVED, that this resolution be entered into the official minutes of the **Regional University System of Oklahoma** and a copy, signed by the Chair of the Board, be forwarded to **DR. THOMAS W. COWGER** in Ada, Oklahoma.

ADOPTED by the **Regional University System of Oklahoma** this 12th day of April, 2019.

Mark Stansberry, Chair
Board of Regents of the
Regional University System of Oklahoma

ATTEST:

Regent Connie Reilly, Secretary
Regional University System of Oklahoma

**BOARD OF REGENTS OF THE
REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA**

RESOLUTION

WHEREAS, DR. REGINA ROBERTSON has dedicated her life and devotion to education, community service; and

WHEREAS, DR. ROBERTSON has served East Central University since 1990, first as instructor in the Department of Human Resources; then was promoted to assistant professor in 1996; elevated to associate professor in 2006; and moved up to professor in 2011; and

WHEREAS, DR. ROBERTSON has served as ECU's College of Liberal Arts and Social Sciences Chair; and

WHEREAS, DR. ROBERTSON was awarded the prestigious Teaching Excellence Award at ECU in 2012; and

WHEREAS, DR. ROBERTSON has served as an advisor for the Clinical Rehabilitation and Clinical Mental Health Counseling area within the Master of Science in Human Resources Program; and

WHEREAS, DR. ROBERTSON was one of only eight recipients from across the state who received an award from the Oklahoma Human Rights Commission's 14th Annual Human Rights Day Ceremonies held in 1997; and

WHEREAS, DR. ROBERTSON received a bachelor's degree from ECU in rehabilitation counseling option in 1976; master's degree in rehabilitation counseling from Oklahoma State University in 1979; and a Ph.D. from the University of Oklahoma in 2004; and

WHEREAS, DR. ROBERTSON served as an independent living specialist, senior vocational rehabilitation counselor and rehabilitation counselor for the deaf with the Rehabilitative/Visual Services of the State Department of Vocational Rehabilitation, 1985-1990; and

WHEREAS, DR. ROBERTSON was a program services coordinator and halfway house coordinator with Enid State School, 1984-85; and

WHEREAS, DR. ROBERTSON served as a senior vocational rehabilitation counselor with Rehabilitation/Visual Services; and

WHEREAS, DR. ROBERTSON has or had community and professional affiliations such as board member for the Oklahoma Rehabilitation Association; board member/secretary-

treasurer with the Oklahoma Rehabilitation Counseling Association; president of the Southwest Region of the National Rehabilitation Counseling Association in 1994; chairperson for Client Assistance Program Board in 1994; board member for Helping Hands Outreach Center; and worked in family and children relations of Pontotoc County for the Oklahoma State University Extension Advisory Board; and

WHEREAS, DR. ROBERTSON is a licensed professional counselor and certified rehabilitation counselor; and

WHEREAS, DR. ROBERTSON has received honors such as Oklahoma Rehabilitation Counselor of the Year; meritorious service for Oklahoma Rehabilitation Counseling Association; and Volunteer of the Year for the Tulsa Center for Physically Limited; and

NOW, THEREFORE, BE IT RESOLVED, that the **Regional University System of Oklahoma** bestows upon **DR. REGINA ROBERTSON** the honorary title of “**Professor Emeritus of Human Resources**” and extends to her an expression of commendation and appreciation for her many contributions to the success of East Central University and wishes for her continued health and happiness, and a feeling of joy and satisfaction which rightfully comes to a person who has served so faithfully and honorably as an educator in the State of Oklahoma; and

BE IT FURTHER RESOLVED, that this resolution be entered into the official minutes of the **Regional University System of Oklahoma** and a copy, signed by the Chair of the Board, be forwarded to **DR. REGINA ROBERTSON** in Ada, Oklahoma.

ADOPTED by the **Regional University System of Oklahoma** this 12th day of April, 2019.

Mark Stansberry, Chair
Board of Regents of the
Regional University System of Oklahoma

ATTEST:

Regent Connie Reilly, Secretary
Regional University System of Oklahoma

**BOARD OF REGENTS OF THE
REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA**

RESOLUTION

WHEREAS, DR. DOUGLAS WEIRICK has dedicated his life and devotion to education, community service; and

WHEREAS, DR. WEIRICK has served East Central University since 1993, first as an assistant professor in the Department of Environmental Science; was promoted to associate professor in 2002; and advanced to professor in 2008; and

WHEREAS, DR. WEIRICK was named chair of the ECU Department of Environmental Sciences in 2003 after serving as interim chair since 2001; and

WHEREAS, DR. WEIRICK has helped guide ECU students for federal internships and externships with the U.S. Public Health Service (USPHS) Commissioned Officer Student Training Extern Program (COSTEP); and

WHEREAS, DR. WEIRICK, as professor, has taught classes at ECU on Introduction to Environmental Health, Radiologic Health, Environmental Health Administration, Water Quality and Treatment, Air Quality, Biostatistics and Environmental Calculations, Environmental and Risk Assessment and Environmental Health Laboratory; and

WHEREAS, DR. WEIRICK developed a photovoltaic system (or solar panels) grid on campus to help teach his students about renewable energy; and

WHEREAS, DR. WEIRICK has presented at a free workshop at the 2011 Oklahoma Green Expo; and

WHEREAS, DR. WEIRICK served on the steering committee for ECU's reaccreditation process in 2009; and

WHEREAS, DR. WEIRICK earned his Ph.D. in Civil Engineering and Environmental Science at the University of Oklahoma in 1993; master's degree in Biology (Systematics and Ecology) from the University of Kansas in 1987; and bachelor's degree in Biology (Cellular Biology) from the University of Kansas in 1980; and

WHEREAS, DR. WEIRICK served as a graduate research assistant for the Department of Civil Engineering and Environmental Science at the University of Oklahoma, 1989-92; graduate research assistant for the Department of Botany and Microbiology at OU, 1991-92; graduate research assistant for the Department of Radiation Safety at OU, 1988-89; graduate teaching assistant at the Department of Civil Engineering and Environmental Science at OU, 1987-88; research assistant in the Division of Biological Sciences at the University of Kansas,

1984-86; and research specialist in the Genetics Department at the University of Wisconsin, 1982-84; and

NOW, THEREFORE, BE IT RESOLVED, that the **Regional University System of Oklahoma** bestows upon **DR. DOUGLAS WEIRICK** the honorary title of “**Professor Emeritus of Environmental Health and Sciences**” and extends to him an expression of commendation and appreciation for his many contributions to the success of East Central University and wishes for his continued health and happiness, and a feeling of joy and satisfaction which rightfully comes to a person who has served so faithfully and honorably as an educator in the State of Oklahoma; and

BE IT FURTHER RESOLVED, that this resolution be entered into the official minutes of the **Regional University System of Oklahoma** and a copy, signed by the Chair of the Board, be forwarded to **DR. DOUGLAS WEIRICK** in Ada, Oklahoma.

ADOPTED by the **Regional University System of Oklahoma** this 12th day of April, 2019.

Mark Stansberry, Chair
Board of Regents of the
Regional University System of Oklahoma

ATTEST:

Regent Connie Reilly, Secretary
Regional University System of Oklahoma



UNIVERSITY OF
Central Oklahoma

University of Central Oklahoma

Edmond, Oklahoma

April 12, 2019

Board of Regents Regional University System of Oklahoma
Landmark Towers
3555 N.W. 58th St., Suite 320
Oklahoma City, OK 73112

Dear Board Members:

The recommendations of the University of Central Oklahoma are as follows:

I. Personnel

A. Administrative Appointments

Dr. Thanh Tran has been appointed as **Associate Dean** in the **College of Business**. His appointment, effective **June 1, 2019**, is at an annual salary of \$133,400.

Dr. Tran's degrees are: Ph.D. (2009), Business Administration - Marketing, University of Central Florida, Orlando, FL; Magisterium (Master's equivalent; 1998), Management and Marketing, University of Warsaw, Warsaw, Poland; and Magisterium (Combined Bachelor's and Master's equivalent; 1997), Industrial Biotechnology, Polytechnics of Warsaw, Warsaw, Poland.

His professional experiences include: Assistant Professor (5), Associate Professor (4), and Professor (1), University of Central Oklahoma, Edmond, OK; Graduate Teaching Assistant/Instructor (3), University of Central Florida, Orlando, FL; Lecturer (5), Department of Posts and Telecommunication Business Administration, Posts and Telecom Institute of Technology, Ho Chi Minh City, Vietnam; and Lecturer (1), Department of Maritime Transportation Economics, Maritime University, Ho Chi Minh City, Vietnam.

B. Faculty Appointments

College of Business

Dr. Jason Eliot has been appointed as an **Assistant Professor** in the **Department of Management**. This is a full-time, tenure track appointment, effective August 5, 2019.

Dr. Eliot's degrees are: J.D. (1997), Washington and Lee University School of Law, Lexington, VA; and B.A. (1994), Economics and Political Science, Westminster College, Fulton, MO.

His professional experiences include: Visiting Assistant Professor (1), University of Central Oklahoma, Edmond, OK; Legal Counsel (6), System Administrative Director of Human Resources (6), System Vice President of Human Resources and Community Wellness (3), and Chief Experience and Talent Officer (3), Integris Health, Inc., Oklahoma City, OK; and Attorney (3), McKinney & Stringer, P.C., Oklahoma City, OK.

Dr. Eliot will be paid an annual salary of \$97,800.

Mr. Mohammed Irfan has been appointed as an **Assistant Professor** in the **Department of Information Systems and Operations Management**. This is a full-time, tenure track appointment, effective August 5, 2019.

Mr. Irfan's degrees are: Ph.D. (anticipated 2019), Logistics and Supply Chain Management, Georgia Southern University, Statesboro, GA; M.Sc. (2014), Logistics and Supply Chain Management, Cranfield University, Cranfield, UK; M.B.A. (2012), University of Edinburgh, Edinburgh, UK; and B.Sc. (2011), Applied Accounting, Oxford Brookes University, Oxford, UK.

His professional experiences include: Instructor (2), Georgia Southern University, Statesboro, GA; Supply Chain Manager (1), Cotton & Cotton, Karachi, Pakistan; and Auditor (3), M Yousuf Adil Seleem & Co., Karachi, Pakistan.

Mr. Irfan will be paid an annual salary of \$102,000.

Dr. Abbie Lambert has been appointed as an **Assistant Professor** in the **Department of Management**. This is a full-time, tenure track appointment, effective August 5, 2019.

Dr. Lambert's degrees are: Ph.D. (2016), Human Resource Development, University of Texas at Tyler, Tyler, TX; M.B.A. (2009), Leadership and Organizational Development, Oklahoma Christian University, Oklahoma City, OK; B.B.A. (2006), Human Resource Management, University of Central Oklahoma, Edmond, OK.

Her professional experiences include: Visiting Assistant Professor (1), EDU-Innovator (0.5) and Adjunct (3), University of Central Oklahoma, Edmond, OK; and Field Human Resources Director (1), Senior Human Resources Business Partner (1), Human Resources Business Partner (1), Human Resources Manager (4),

Human Resources Specialist (2), and Human Resources Coordinator (2), Sonic, Oklahoma City, OK.

Dr. Lambert will be paid an annual salary of \$97,800.

Dr. Hossein Najmi has been appointed as an **Assistant Professor** in the **Department of Information Systems and Operations Management**. This is a full-time, tenure track appointment, effective August 5, 2019.

Dr. Najmi's degrees are: Ph.D. (anticipated 2019), Management Science and M.S. (2014), Finance, University of North Texas, Denton, TX; M.B.A. (2008), Finance, Multi Media University, Cyberjaya, Malaysia, and B.A. (2003), English Language Translation, University of Kerman, Iran.

His professional experiences include: Course Instructor (1), School of Business, McMurry University, Abilene; TX; Teaching Fellow (1), Mountain View Community College, Dallas, TX; Teaching Fellow (3), University of North Texas, Denton, TX; Bank Credit Officer (0.5), Tourism Bank, Tehran, Iran; Small Business Underwriter (1), Day Bank, Tehran, Iran; International Affairs Officer (1.5), Iran Chamber of Commerce, Mines, and Industry, Tehran, Iran; and Course Instructor (3) and Co-Director (1.5), Kish Language School, Kerman, Iran.

Dr. Najmi will be paid an annual salary of \$103,900.

Ms. Saheli Nath has been appointed as an **Assistant Professor** in the **Department of Management**. This is a full-time, tenure track appointment, effective August 5, 2019.

Ms. Nath's degrees are: Ph.D. (anticipated 2019), Management and Organizations and Sociology, Northwestern University, Evanston, IL; M.Phil. (2013), Development Studies, University of Cambridge, Cambridge, England; and B.S. (2012) Finance and Economics, University of Texas at Dallas, Richardson, TX.

Her professional experiences include: Graduate Assistant (4), Northwestern University, Evanston, IL.

Ms. Nath will be paid an annual salary of \$101,000.

Dr. Shekhar Rathor has been appointed as an **Assistant Professor** in the **Department of Information Systems and Operations Management**. This is a full-time, tenure track appointment, effective August 5, 2019.

Dr. Rathor's degrees are: Ph.D. (2016), Management Information Systems, Florida International University, Miami, FL; M.C.A. (2008), Computer Science, Panjab University, Chandigarh, India; and B.S. (2003), Math, Himachal Pradesh University, Shimla, India.

His professional experiences include: Assistant Professor (3), University of Central Missouri, Warrensburg, MO; Research Assistant and Instructor (4), Florida International University, Miami, FL; and Software Engineer (1), Wipro Technologies, India.

Dr. Rathor will be paid an annual salary of \$101,900.

Mr. Riley Shaul has been appointed as an **Instructor** in the **Department of Accounting**. This is a full-time, non-tenure track appointment, effective August 5, 2019.

Mr. Shaul's degrees are: M.S. (2013), Accounting, Oklahoma City University, Oklahoma City, OK; and B.S. (1994), Accounting, and B.B.A. (1979), Management, University of Central Oklahoma, Edmond, OK.

His professional experiences include: Adjunct (1.5), University of Central Oklahoma, Edmond, OK; Chief Financial Officer (4), Oklahoma Employment Security Commission, Oklahoma City, OK; Comptroller (1.5), Oklahoma Teachers Retirement System, Oklahoma City, OK; Chief Financial Officer (10), Oklahoma Office of Management and Enterprise System, OKC, OK; Comptroller (2), Oklahoma Office of Juvenile Affairs, Oklahoma City, OK; Budget Officer (5), Oklahoma Department of Agriculture, Oklahoma City, OK; and Account Clerk (0.5), Oklahoma Department of Corrections, Oklahoma City, OK.

Mr. Shaul will be paid an annual salary of \$63,000.

Dr. Evan Shough has been appointed as an **Associate Professor** in the **Department of Accounting**. This is a full-time, tenure track appointment, effective August 5, 2019.

Dr. Shough's degrees are: Ph.D. (2005), Accounting, University of Oklahoma, Norman, OK; and M.S. (1997) and B.S. (1996), Accounting, Oklahoma State University, Stillwater, OK.

His professional experiences include: Associate Professor (5) and Assistant Professor (5), Oklahoma City University, Oklahoma City, OK; Assistant Professor (4), University of North Carolina at Greensboro, Greensboro, NC; and Graduate Assistant (6), University of Oklahoma, Norman, OK.

Dr. Shough will be paid an annual salary of \$124,000.

Dr. Wenkai Zhou has been appointed as an **Assistant Professor** in the **Department of Marketing**. This is a full-time, tenure track appointment, effective August 5, 2019.

Dr. Zhou's degrees are: Ph.D. (2017), Business Administration-Marketing, New Mexico State University, Las Cruces, NM; M.B.A. (2013), Marketing &

Management, University of California, Riverside, CA; and B.A. (2010) Business Administration-Marketing, Eastern Washington University, Cheney, WA.

His professional experiences include: Assistant Professor (2), University of Wisconsin-Green Bay, Green Bay, WI; and Instructor (3) and Graduate Teaching Assistant (4), New Mexico State University, Las Cruces, NM.

Dr. Zhou will be paid an annual salary of \$101,900.

College of Fine Arts and Design

Ms. McKenna Sanderson has been appointed as an **Assistant Professor** in the **Department of Design**. This is a full-time, tenure track appointment, effective August 5, 2019.

Ms. Sanderson's degrees are: M.F.A. (anticipated 2019), Graphic Design, Maryland Institute College of Art, Baltimore, MD; and B.F.A. (2015), Graphic Design, University of Central Oklahoma, Edmond, OK.

Her professional experiences include: Graduate Teaching Intern (2), Maryland Institute College of Art, Baltimore, MD; and Graphic Designer (3) and Adjunct (1), University of Central Oklahoma, Edmond, OK.

Ms. Sanderson will be paid an annual salary of \$53,000.

College of Liberal Arts

Ms. Cynthia Johnson has been appointed as an **Assistant Professor** in the **Department of English**. This is a full-time, tenure track appointment, effective August 5, 2019.

Ms. Johnson's degrees are: Ph.D. (anticipated 2019), Composition and Rhetoric, Miami University, Oxford, OH; M.A. (2014), Rhetoric and Composition, and B.S. (2012), Professional Writing, Missouri State University, Springfield, MO.

Her professional experiences include: Graduate Teaching Assistant (5), Miami University, Oxford, OH; and Graduate Teaching Assistant (2) and Writing Consultant (1), Missouri State University, Springfield, MO.

Ms. Johnson will be paid an annual salary of \$53,843.

Dr. Natalie Panther has been appointed as an **Assistant Professor** in the **Department of History and Geography**. This is a full-time, tenure track appointment, effective August 5, 2019.

Dr. Panther's degrees are: Ph.D. (2013) and M.A. (2007), History, Oklahoma State University, Stillwater, OK; and B.A. (2003), Psychology, Fort Lewis College, Durango, CO.

Her professional experiences include: Assistant Director (1) and Program Officer (4), Helmerich Center for American Research, Gilcrease Museum, Tulsa, OK; Teaching Assistant (4), Oklahoma State University, Tulsa, OK; and English Teacher (1), Calritz Language School, Gwangju, South Korea.

Dr. Panther will be paid an annual salary of \$54,000.

College of Mathematics and Science

Dr. Jennifer Messick has been appointed as an **Assistant Professor** in the **Department of Biology**. This is a full-time, tenure track appointment, effective August 5, 2019.

Dr. Messick's degrees are: Ph.D. (2017) and M.A. (2012), Geography; and B.S. (2010), Multidisciplinary Studies, University of Oklahoma, Norman, OK.

Her professional experiences include: Postdoctoral Research Fellow (2), Adjunct (1), Graduate Research Assistant (2) and Graduate Teaching Assistant (4), University of Oklahoma, Norman, OK.

Dr. Messick will be paid an annual salary of \$60,669.

Dr. Andrew Taylor has been appointed as an **Assistant Professor** in the **Department of Biology**. This is a full-time, tenure track appointment, effective August 5, 2019.

Dr. Taylor's degrees are: Ph.D. (2017), Fisheries and Aquatic Ecology, Oklahoma State University, Stillwater, OK; M.S. (2012), Forest Resources; and B.S. (2009), Fisheries and Aquaculture, University of Georgia, Athens, GA.

His professional experiences include: Postdoctoral Senior Research Specialist (2) and Doctoral Research Associate (4), Oklahoma State University, Stillwater, OK; Assistant Hatchery Manager (0.5) and Natural Resources Worker (0.5), Wildlife Resources Division, Georgia Department of Natural Resources, Clarkesville, GA; and Graduate Research and Teaching Assistant (3), University of Georgia, Athens, GA.

Dr. Taylor will be paid an annual salary of \$60,669.

C. Temporary Faculty Appointments

The following have been hired as temporary faculty for the 2019-2020 academic year:

1) Visiting Instructor

College of Business

Ms. Patricia Blevins

Information Systems and Operations
Management

Ms. Melody Edwards

Management

2) Temporary Lecturer**College of Education and Professional Studies**

Ms. Amy Thomas

Donna Nigh Department of Advanced
Professional and Special Services
Kinesiology and Health Studies
Psychology

Ms. Shonna Covin

Mr. Sean McMillan

D. Resignations

Mr. James Ewald, Assistant Professor in the **Department of Design**, has resigned, effective May 14, 2019. Mr. Ewald has served the University of Central Oklahoma in a full-time capacity since 2017.

Ms. Jingfen Guo, Assistant Professor in the **Department of Design**, has resigned, effective May 14, 2019. Ms. Guo has served the University of Central Oklahoma in a full-time capacity since 2016.

Ms. Moose Tyler, Instructor in the **Department of Mass Communication**, has resigned, effective May 14, 2019. Ms. Tyler has served the University of Central Oklahoma in a full-time capacity since 2012.

E. Retirements with Resolution

Dr. Troy Baird, Professor in the **Department of Biology**, will retire his position, effective June 1, 2019. Dr. Baird has served the University of Central Oklahoma in a full-time capacity since 1989.

Dr. Mary Brodnax, Professor in the **Department of Humanities and Philosophy**, will retire her position, effective August 10, 2019. Dr. Brodnax has served the University of Central Oklahoma in a full-time capacity since 1998.

Dr. Charles Cooper, Professor in the **Department of Mathematics & Statistics**, will retire his position, effective May 31, 2019. Dr. Cooper has served the University of Central Oklahoma in a full-time capacity since 1995.

Dr. Nancy Dentlinger, Professor in the **Department of Nursing**, will retire her position, effective May 31, 2019. Dr. Dentlinger has served the University of Central Oklahoma in a full-time capacity since 2005.

Mr. Michael Gourley, Assistant Professor in the **Department of Computer Science**, will retire his position, effective June 1, 2019. Mr. Gourley has served the University of Central Oklahoma in a full-time capacity since 1982.

Dr. Joseph Gryzbowski, Professor in the **Department of Funeral Service**, will retire his position, effective May 31, 2019. Dr. Gryzbowski has served the University of Central Oklahoma in a full-time capacity since 1983.

Dr. Minje Jung, Professor in the **Department of Finance**, will retire his position, effective May 14, 2019. Dr. Jung has served the University of Central Oklahoma in a full-time capacity since 1992.

Mr. Jeffrey McKibbin, Instructor in the **Department of Kinesiology & Health Studies**, will retire his position, effective May 31, 2019. Mr. McKibbin has served the University of Central Oklahoma in a full-time capacity since 2005.

Dr. Linda Rittner, Professor in the **Department of Educational Sciences, Foundations and Research**, will retire her position, effective August 1, 2019. Dr. Rittner has served the University of Central Oklahoma in a full-time capacity since 2009.

Ms. Melinda Gayle Snider, Instructor in the **Department of Adult Education and Safety Sciences**, will retire her position, effective May 31, 2019. Ms. Snider has served the University of Central Oklahoma in a full-time capacity since 1999.

F. Sabbatical Leaves

Dr. Morshed Khandaker, Professor, Department of Engineering and Physics, has been granted a sabbatical leave for the 2019-2020 academic year. Dr. Khandaker will conduct biomedical engineering research at Uludağ University in Bursa, Turkey, in conjunction with a Fulbright Award.

Dr. Khandaker has served UCO in a full-time capacity since 2008.

Dr. Teresa Pac, Associate Professor, Department of Art, has been granted a sabbatical leave for the Fall 2019 semester. Dr. Pac will spend her sabbatical leave in Poland furthering her research and book project related to "Excavating Ethnic and Religious Integration through the Production of Common Culture in Late Medieval Krakow, Poznan and Lubin."

Dr. Pac has served UCO in a full-time capacity since 2012.

Dr. Youngtae Shin, Professor, Department of Political Science, has been granted a sabbatical leave for the Spring 2020 semester. Dr. Shin will spend her sabbatical leave furthering her next book project, *World Politics and Individual Lives*.

Dr. Shin has served UCO in a full-time capacity since 1993.

II. Executive Summary of Awards

Following are the new contracts that have been awarded since the last Board Letter:

January 2019

UCO has not been awarded any new contracts for this period.

February 2019

Evaluation of Black Rail Occupancy and Habitat Associates on the Texas Coast,
\$75,000

U.S. Department of Fish and Wildlife Service

1/01/2019 – 12/31/2023

CFDA# 15.630

Christopher Butler, College of Math and Science

Funding from this grant will support an evaluation of black rail occupancy and habitat associations in the areas affected by Hurricane Harvey. Black rails are one of the least understood birds in North America and the proposed work will help us improve management of the bird's presence and population.

III. Purchases for Approval

- A. The College of Mathematics & Science Chemistry Department requests approval to obligate funds for FY19 for the purchase of a NanoBay Avance Neo 400 MHz High Performance Digital Nuclear Magnetic Resonance (NMR). This ACS certified piece of equipment is a department requirement, and will replace the current model.

Source: Course Fee Colleges/Departments\$327,900.00

- B. The Office of Information Technology requests approval to obligate funds for FY20 for annual hardware and software licenses and maintenance as follows:

Blackboard Transact

Source: E&G.....\$170,000.00

Desire2Learn (D2L Learning Management)

Source: E&G.....\$379,000.00

Ellucian

Source: E&G.....\$605,000.00

Gartner

Source: E&G.....\$245,000.00

Microsoft EES
Source: E&G.....\$175,000.00

Oracle
Source: E&G.....\$302,000.00

- C. The Office of Information Technology requests approval to obligate funds for the SMARTnet annual enterprise agreement for technology infrastructure to take place over 6 years through the vendor Presidio.

FY19
Source: Fiscal Operations.....\$743,753.58

FY20
Source: Fiscal Operations.....\$2,362,051.36

FY21
Source: Fiscal Operations.....\$2,362,051.36

FY22
Source: Fiscal Operations.....\$2,362,051.36

FY23
Source: Fiscal Operations.....\$2,362,051.36

FY24
Source: Fiscal Operations.....\$1,618,297.78

- D. University of Central Oklahoma requests approval to obligate funds up to \$220,000 for the purchase of an annuity to fully fund the plan titled Retirement Plan of the President of the University of Central Oklahoma. The purchase of an annuity is required by the plan document. This will fully fund the plan as well as pay the administrative expenses to pay the taxes for the life of the plan. Current assets in trust equal approximately \$1,000,000 as of March 2019.

Source: E&G.....\$220,000.00

IV. Informational Items from Purchasing

A. Swansea University
Source: E&G\$52,759.28

B. Anthony Spencer
Source: E&G.....\$50,881.00

C. Ellucian Company LP
Source: E&G\$60,065.00

D. Central Tech Store

Source: Course Fee Colleges/Department\$50,160.00

E. Workspace Solutions LLC

Source: E&G\$95,318.07

V. Ratification of Emergency Approval

- A.** Emergency approval was requested by President Don Betz and granted by Chairman Mark Stansberry on February 15 to obligate funds for the purchase and implementation of a comprehensive human resources solution from the vendor Paycom. This solution will have an initial implementation cost of \$150,643 and an annual cost of \$450,000 with projected financial and time savings of \$900,000 each year.

Source: E&G.....\$600,643.00

Don Betz
President

REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA

RESOLUTION

WHEREAS, DR. TROY BAIRD, Professor in the Department of Biology has served the University of Central Oklahoma with honor and distinction for a period of thirty years; and

WHEREAS, DR. TROY BAIRD, will retire on June 1, 2019; and

WHEREAS, DR. TROY BAIRD, having served the University of Central Oklahoma for thirty years, has shared his talents and knowledge with countless students and has assisted and inspired them in a variety of career areas; his contributions to the profession of education have been evidenced through memberships in numerous professional organizations; and his dedication to the University of Central Oklahoma is evidenced by his service on various Departmental, College, and University councils and committees.

WHEREAS, DR. TROY BAIRD's many years of dedicated service deserve special recognition:

NOW, THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestow upon **DR. TROY BAIRD,** the honorary title of "**Emeritus Professor of Biology**" and extend to him an expression of commendation and appreciation for his contribution to the success of the University of Central Oklahoma, and wish for his continued health and happiness, and a feeling of joy and satisfaction which rightfully comes to a person who has served so faithfully and honorably as an educator in our State; and

BE IT FURTHER RESOLVED that this resolution be entered into the official minutes of the Regional University System of Oklahoma and a copy, signed by the Chairman of the Board, be forwarded to **DR. TROY BAIRD.**

ADOPTED by the Regional University System of Oklahoma this 12th day of April, 2019.

Mark Stansberry, Chairman
Regional University System of Oklahoma

ATTEST:

Connie Reilly, Secretary

REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA

RESOLUTION

WHEREAS, DR. MARY BRODNAX, Professor in the Department of Humanities & Philosophy, has served the University of Central Oklahoma with honor and distinction for a period of twenty-one years; and

WHEREAS, DR. MARY BRODNAX, will retire on August 10, 2019; and

WHEREAS, DR. MARY BRODNAX, having served the University of Central Oklahoma for twenty-one years, has shared her talents and knowledge with countless students and has assisted and inspired them in a variety of career areas; her contributions to the profession of education have been evidenced through memberships in numerous professional organizations; and her dedication to the University of Central Oklahoma is evidenced by her service on various Departmental, College, and University councils and committees.

WHEREAS, DR. MARY BRODNAX's many years of dedicated service deserve special recognition:

NOW, THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestow upon **DR. MARY BRODNAX,** the honorary title of "**Emeritus Professor of Humanities & Philosophy**" and extend to her an expression of commendation and appreciation for her contribution to the success of the University of Central Oklahoma, and wish for her continued health and happiness, and a feeling of joy and satisfaction which rightfully comes to a person who has served so faithfully and honorably as an educator in our State; and

BE IT FURTHER RESOLVED that this resolution be entered into the official minutes of the Regional University System of Oklahoma and a copy, signed by the Chairman of the Board, be forwarded to **DR. MARY BRODNAX.**

ADOPTED by the Regional University System of Oklahoma this 12th day of April, 2019.

Mark Stansberry, Chairman
Regional University System of Oklahoma

ATTEST:

Connie Reilly, Secretary

REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA

RESOLUTION

WHEREAS, DR. CHARLES COOPER, Professor in the Department of Mathematics & Statistics has served the University of Central Oklahoma with honor and distinction for a period of twenty-four years; and

WHEREAS, DR. CHARLES COOPER, will retire on May 31, 2019; and

WHEREAS, DR. CHARLES COOPER, having served the University of Central Oklahoma for twenty-four years, has shared his talents and knowledge with countless students and has assisted and inspired them in a variety of career areas; his contributions to the profession of education have been evidenced through memberships in numerous professional organizations; and his dedication to the University of Central Oklahoma is evidenced by his service on various Departmental, College, and University councils and committees.

WHEREAS, DR. CHARLES COOPER's many years of dedicated service deserve special recognition:

NOW, THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestow upon **DR. CHARLES COOPER,** the honorary title of "**Emeritus Professor of Mathematics & Statistics**" and extend to him an expression of commendation and appreciation for his contribution to the success of the University of Central Oklahoma, and wish for his continued health and happiness, and a feeling of joy and satisfaction which rightfully comes to a person who has served so faithfully and honorably as an educator in our State; and

BE IT FURTHER RESOLVED that this resolution be entered into the official minutes of the Regional University System of Oklahoma and a copy, signed by the Chairman of the Board, be forwarded to **DR. CHARLES COOPER.**

ADOPTED by the Regional University System of Oklahoma this 12th day of April, 2019.

Mark Stansberry, Chairman
Regional University System of Oklahoma

ATTEST:

Connie Reilly, Secretary

REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA

RESOLUTION

WHEREAS, DR. NANCY DENTLINGER, Professor in the Department of Nursing, has served the University of Central Oklahoma with honor and distinction for a period of fourteen years; and

WHEREAS, DR. NANCY DENTLINGER, will retire on May 31, 2019; and

WHEREAS, DR. NANCY DENTLINGER, having served the University of Central Oklahoma for fourteen years, has shared her talents and knowledge with countless students and has assisted and inspired them in a variety of career areas; her contributions to the profession of education have been evidenced through memberships in numerous professional organizations; and her dedication to the University of Central Oklahoma is evidenced by her service on various Departmental, College, and University councils and committees.

WHEREAS, DR. NANCY DENTLINGER's many years of dedicated service deserve special recognition:

NOW, THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestow upon **DR. NANCY DENTLINGER,** the honorary title of "**Emeritus Professor of Nursing**" and extend to her an expression of commendation and appreciation for her contribution to the success of the University of Central Oklahoma, and wish for her continued health and happiness, and a feeling of joy and satisfaction which rightfully comes to a person who has served so faithfully and honorably as an educator in our State; and

BE IT FURTHER RESOLVED that this resolution be entered into the official minutes of the Regional University System of Oklahoma and a copy, signed by the Chairman of the Board, be forwarded to **DR. NANCY DENTLINGER.**

ADOPTED by the Regional University System of Oklahoma this 12th day of April, 2019.

Mark Stansberry, Chairman
Regional University System of Oklahoma

ATTEST:

Connie Reilly, Secretary

REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA

RESOLUTION

WHEREAS, MICHAEL GOURLEY, Assistant Professor in the Department of Computer Science has served the University of Central Oklahoma with honor and distinction for a period of thirty-seven years; and

WHEREAS, MICHAEL GOURLEY, will retire on June 1, 2019; and

WHEREAS, MICHAEL GOURLEY, having served the University of Central Oklahoma for thirty-seven years, has shared his talents and knowledge with countless students and has assisted and inspired them in a variety of career areas; his contributions to the profession of education have been evidenced through memberships in numerous professional organizations; and his dedication to the University of Central Oklahoma is evidenced by his service on various Departmental, College, and University councils and committees.

WHEREAS, MICHAEL GOURLEY's many years of dedicated service deserve special recognition:

NOW, THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestow upon **MICHAEL GOURLEY, the honorary title of "Emeritus Assistant Professor of Computer Science"** and extend to him an expression of commendation and appreciation for his contribution to the success of the University of Central Oklahoma, and wish for his continued health and happiness, and a feeling of joy and satisfaction which rightfully comes to a person who has served so faithfully and honorably as an educator in our State; and

BE IT FURTHER RESOLVED that this resolution be entered into the official minutes of the Regional University System of Oklahoma and a copy, signed by the Chairman of the Board, be forwarded to **MICHAEL GOURLEY.**

ADOPTED by the Regional University System of Oklahoma this 12th day of April, 2019.

Mark Stansberry, Chairman
Regional University System of Oklahoma

ATTEST:

Connie Reilly, Secretary

REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA

RESOLUTION

WHEREAS, DR. JOSEPH GRYZBOWSKI, Professor in the Department of Funeral Services has served the University of Central Oklahoma with honor and distinction for a period of thirty-six years; and

WHEREAS, DR. JOSEPH GRYZBOWSKI, will retire on May 31, 2019; and

WHEREAS, DR. JOSEPH GRYZBOWSKI, having served the University of Central Oklahoma for thirty-six years, has shared his talents and knowledge with countless students and has assisted and inspired them in a variety of career areas; his contributions to the profession of education have been evidenced through memberships in numerous professional organizations; and his dedication to the University of Central Oklahoma is evidenced by his service on various Departmental, College, and University councils and committees.

WHEREAS, DR. JOSEPH GRYZBOWSKI's many years of dedicated service deserve special recognition:

NOW, THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestow upon **DR. JOSEPH GRYZBOWSKI**, the honorary title of "**Emeritus Professor of Funeral Services**" and extend to him an expression of commendation and appreciation for his contribution to the success of the University of Central Oklahoma, and wish for his continued health and happiness, and a feeling of joy and satisfaction which rightfully comes to a person who has served so faithfully and honorably as an educator in our State; and

BE IT FURTHER RESOLVED that this resolution be entered into the official minutes of the Regional University System of Oklahoma and a copy, signed by the Chairman of the Board, be forwarded to **DR. JOSEPH GRYZBOWSKI**.

ADOPTED by the Regional University System of Oklahoma this **12th day of April, 2019**.

Mark Stansberry, Chairman
Regional University System of Oklahoma

ATTEST:

Connie Reilly, Secretary

REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA

RESOLUTION

WHEREAS, DR. MINJE JUNG, Professor in the Department of Finance has served the University of Central Oklahoma with honor and distinction for a period of twenty-seven years; and

WHEREAS, DR. MINJE JUNG, will retire on May 14, 2019; and

WHEREAS, DR. MINJE JUNG, having served the University of Central Oklahoma for twenty-seven years, has shared his talents and knowledge with countless students and has assisted and inspired them in a variety of career areas; his contributions to the profession of education have been evidenced through memberships in numerous professional organizations; and his dedication to the University of Central Oklahoma is evidenced by his service on various Departmental, College, and University councils and committees.

WHEREAS, DR. MINJE JUNG's many years of dedicated service deserve special recognition:

NOW, THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestow upon **DR. MINJE JUNG,** the honorary title of "**Emeritus Professor of Finance**" and extend to him an expression of commendation and appreciation for his contribution to the success of the University of Central Oklahoma, and wish for his continued health and happiness, and a feeling of joy and satisfaction which rightfully comes to a person who has served so faithfully and honorably as an educator in our State; and

BE IT FURTHER RESOLVED that this resolution be entered into the official minutes of the Regional University System of Oklahoma and a copy, signed by the Chairman of the Board, be forwarded to **DR. MINJE JUNG.**

ADOPTED by the Regional University System of Oklahoma this 12th day of April, 2019.

Mark Stansberry, Chairman
Regional University System of Oklahoma

ATTEST:

Connie Reilly, Secretary

REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA

RESOLUTION

WHEREAS, JEFFREY MCKIBBIN, Instructor in the Department of Kinesiology & Health Studies has served the University of Central Oklahoma with honor and distinction for a period of fourteen years; and

WHEREAS, JEFFREY MCKIBBIN, will retire on May 31, 2019; and

WHEREAS, JEFFREY MCKIBBIN, having served the University of Central Oklahoma for fourteen years, has shared his talents and knowledge with countless students and has assisted and inspired them in a variety of career areas; his contributions to the profession of education have been evidenced through memberships in numerous professional organizations; and his dedication to the University of Central Oklahoma is evidenced by his service on various Departmental, College, and University councils and committees.

WHEREAS, JEFFREY MCKIBBIN's many years of dedicated service deserve special recognition:

NOW, THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestow upon **JEFFREY MCKIBBIN,** the honorary title of "**Emeritus Instructor of Kinesiology & Health Studies**" and extend to him an expression of commendation and appreciation for his contribution to the success of the University of Central Oklahoma, and wish for his continued health and happiness, and a feeling of joy and satisfaction which rightfully comes to a person who has served so faithfully and honorably as an educator in our State; and

BE IT FURTHER RESOLVED that this resolution be entered into the official minutes of the Regional University System of Oklahoma and a copy, signed by the Chairman of the Board, be forwarded to **JEFFREY MCKIBBIN.**

ADOPTED by the Regional University System of Oklahoma this 12th day of April, 2019.

Mark Stansberry, Chairman
Regional University System of Oklahoma

ATTEST:

Connie Reilly, Secretary

REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA

RESOLUTION

WHEREAS, DR. LINDA RITTNER, Professor in the Department of Educational Sciences, Foundations and Research, has served the University of Central Oklahoma with honor and distinction for a period of ten years; and

WHEREAS, DR. LINDA RITTNER, will retire on August 1, 2019; and

WHEREAS, DR. LINDA RITTNER, having served the University of Central Oklahoma for ten years, has shared her talents and knowledge with countless students and has assisted and inspired them in a variety of career areas; her contributions to the profession of education have been evidenced through memberships in numerous professional organizations; and her dedication to the University of Central Oklahoma is evidenced by her service on various Departmental, College, and University councils and committees.

WHEREAS, DR. LINDA RITTNER's many years of dedicated service deserve special recognition:

NOW, THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestow upon **DR. LINDA RITTNER,** the honorary title of "**Emeritus Professor of the Educational Sciences, Foundations and Research**" and extend to her an expression of commendation and appreciation for her contribution to the success of the University of Central Oklahoma, and wish for her continued health and happiness, and a feeling of joy and satisfaction which rightfully comes to a person who has served so faithfully and honorably as an educator in our State; and

BE IT FURTHER RESOLVED that this resolution be entered into the official minutes of the Regional University System of Oklahoma and a copy, signed by the Chairman of the Board, be forwarded to **DR. LINDA RITTNER.**

ADOPTED by the Regional University System of Oklahoma this 12th day of April, 2019.

Mark Stansberry, Chairman
Regional University System of Oklahoma

ATTEST:

Connie Reilly, Secretary

REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA

RESOLUTION

WHEREAS, MELINDA GAYLE SNIDER, Professor in the Department of Adult Education and Safety Sciences, has served the University of Central Oklahoma with honor and distinction for a period of twenty years; and

WHEREAS, MELINDA GAYLE SNIDER, will retire on May 31, 2019; and

WHEREAS, MELINDA GAYLE SNIDER, having served the University of Central Oklahoma for twenty years, has shared her talents and knowledge with countless students and has assisted and inspired them in a variety of career areas; her contributions to the profession of education have been evidenced through memberships in numerous professional organizations; and her dedication to the University of Central Oklahoma is evidenced by her service on various Departmental, College, and University councils and committees.

WHEREAS, MELINDA GAYLE SNIDER's many years of dedicated service deserve special recognition:

NOW, THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestow upon **MELINDA GAYLE SNIDER,** the honorary title of "**Emeritus Professor of Adult Education and Safety Sciences**" and extend to her an expression of commendation and appreciation for her contribution to the success of the University of Central Oklahoma, and wish for her continued health and happiness, and a feeling of joy and satisfaction which rightfully comes to a person who has served so faithfully and honorably as an educator in our State; and

BE IT FURTHER RESOLVED that this resolution be entered into the official minutes of the Regional University System of Oklahoma and a copy, signed by the Chairman of the Board, be forwarded to **MELINDA GAYLE SNIDER.**

ADOPTED by the Regional University System of Oklahoma this 12th day of April, 2019.

Mark Stansberry, Chairman
Regional University System of Oklahoma

ATTEST:

Connie Reilly, Secretary

REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA

RESOLUTION

WHEREAS, DR. DARLENE KNESS, Professor in the Department of Human Environmental Sciences, has served the University of Central Oklahoma with honor and distinction for a period of thirty-seven years; and

WHEREAS, DR. DARLENE KNESS, will retire on May 31, 2019; and

WHEREAS, DR. DARLENE KNESS, having served the University of Central Oklahoma for thirty-seven years, has shared her talents and knowledge with countless students and has assisted and inspired them in a variety of career areas; her contributions to the profession of education have been evidenced through memberships in numerous professional organizations; and her dedication to the University of Central Oklahoma is evidenced by her service on various Departmental, College, and University councils and committees.

WHEREAS, DR. DARLENE KNESS' many years of dedicated service deserve special recognition:

NOW, THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestow upon **DR. DARLENE KNESS**, the honorary title of "**Emeritus Professor of Human Environmental Sciences**" and extend to her an expression of commendation and appreciation for her contribution to the success of the University of Central Oklahoma, and wish for her continued health and happiness, and a feeling of joy and satisfaction which rightfully comes to a person who has served so faithfully and honorably as an educator in our State; and

BE IT FURTHER RESOLVED that this resolution be entered into the official minutes of the Regional University System of Oklahoma and a copy, signed by the Chairman of the Board, be forwarded to **DR. DARLENE KNESS**.

ADOPTED by the Regional University System of Oklahoma this 12th day of April, 2019.

Mark Stansberry, Chairman
Regional University System of Oklahoma

ATTEST:

Connie Reilly, Secretary

March 29, 2019

Regional University System of Oklahoma
Landmark Towers
3555 NW 58th Street, Suite 320
Oklahoma City, OK 73112

Dear Board Members:

The agenda items of Southwestern Oklahoma State University are as follows:

I. PERSONNEL

A. CHANGE IN STATUS

Dr. *Jason Johnson* has been appointed as the Dean of the College of Arts and Science at Southwestern Oklahoma State University effective July 1, 2019. His salary for the twelve-month appointment will be \$111,450.00

B. RETIREMENTS with Emeritus Status

Fred Alsberg, Associate Professor in the Language and Literature Department will retire effective July 1, 2019.

Cindy Dougherty, Dean of Students will retire effective March 31, 2019.

C. FACULTY APPOINTMENTS

Asma Javed has been appointed as a voluntary Instructor of Medical Laboratory Science in the Department of Biological Sciences in the College of Arts and Sciences at Southwestern Oklahoma State University effective August 17, 2018. Her position is a continuing twelve-month appointment that automatically renews each year.

Steve Ray has been appointed to a position as Teaching and Learning Coordinator in the Center of Excellence in Teaching and Learning at Southwestern Oklahoma State University effective February 1, 2019. His salary for the twelve-month appointment will be \$55,000.00. Mr. Ray completed a Master of Science in Applied Psychology/Learning Theory from Southwestern Oklahoma State University.

Dr. **Jennifer Tieu** has been appointed to a voluntary Assistant Professor position in Pharmacy Practice in the College of Pharmacy at Southwestern Oklahoma State University effective February 14, 2019. Dr. Tieu will be involved in providing rotation experiences for students in the College of Pharmacy PharmD program. Her position is a continuing twelve-month appointment that automatically renews each year. Dr. Tieu completed a Doctorate of Pharmacy from University of Oklahoma Health Science Center.

D. RESIGNATIONS

Carolene Jackson, has resigned her position as Instructor in the Department of Education effective May 7, 2019.

Taylor Verkler, has resigned her position as Instructor in the Language & Literature Department effective May 7, 2019.

E. TENURE

The following faculty members are recommended for tenure effective with the beginning of the Fall 2019 semester:

Dr. Allen Boyd, Department of Education

Dr. Holly McKee, Department of Business

Dr. Sharon Lawrence, Department of Allied Health

Dr. Meri Hix, Department of Pharmacy

Dr. Rickey Cothran, Department of Biological Sciences

Dr. Swarup Ghosh, Department of Mathematics

Dr. Tugba Gursel Sevin, Department of Language and Literature

Dr. Yu-Ling Chen, Department of Music

Dr. Jon Henrikson, Department of Chemistry and Physics

Dr. Marc DiPaolo, Department of Language and Literature

F. PROMOTION IN RANK

The following faculty members are recommended for advancement in rank effective with the beginning of the Fall 2019 semester. The faculty listed have been recommended by the Provost and President.

PROMOTION FROM INSTRUCTOR TO ASSISTANT PROFESSOR

Mr. Landry Brewer, Department of Social Sciences

PROMOTION FROM ASSISTANT PROFESSOR TO ASSOCIATE PROFESSOR

Dr. Jeremy Johnson, Department of Pharmacy

Dr. Rickey Cothran, Department of Biological Sciences

Dr. Swarup Ghosh, Department of Mathematics

Dr. Tugba Gursel Sevin, Department of Language and Literature

Dr. Jon Henrikson, Department of Chemistry and Physics

Dr. Jieun Chang, Department of Social Sciences

PROMOTION FROM ASSOCIATE PROFESSOR TO PROFESSOR

Dr. Randy Barnett, Department of Psychology

Dr. Trisha Wald, Department of Business

Dr. Jorie Edwards, Department of Psychology

Dr. Jared Edwards, Department of Psychology

Dr. Edna Patatanian, Department of Pharmacy

II. GRANTS, CONTRACTS AND COOPERATIVE AGREEMENTS

SWOSU has received confirmation of four (4) grants for a total amount of \$52,510. Profiles of these awards are presented below.

A. Opioid Prevention Education in Oklahoma Public Schools\$25,000

The **OKLAHOMA STATE DEPARTMENT OF EDUCATION** has awarded a grant entitled "*Opioid Prevention Education in Oklahoma Public Schools*" in the amount of \$25,000. The grant, in part, supports training and travel for pharmacy students and faculty to provide education to at risk schools for opioid prevention. The primary function of this award is university student training and support and community service. The principal investigator of the grant is **Dr. Aimee Henderson**.

B. INBRE Release Time: Course Development Scientific Ethics \$20,452

The **OKLAHMA STATE REGENTS FOR HIGHER EDUCATION** through **OK INBRE** has awarded a grant entitled "*INBRE Release Time: Course Development Scientific Ethics*" in the amount of \$20,452. These funds support faculty release time to develop a new course at Southwestern Oklahoma State University. The purpose of this course is to meet NIH and NSF Responsible Conduct of Research mandates for student researchers. The primary function of this award is curriculum development. The principal investigator of this grant is **Dr. Tim Hubin**.

C. NASA-Sigmarrson Research Implementation-Regents Match\$6,808

The **NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA)** through the Oklahoma State Regents for Higher Education has awarded a grant entitled "*NASA-Sigmarrson Research Implementation-Regents Match*" in the amount of \$6,808. The grant, in part, supports administrative duties for the coordinator of the NASA program. The primary function of this award is university student training and support. The principal investigator of the grant is **Ms. Madeline Baugher**.

D. Dobtometry: Helping Western Oklahoma See the Stars\$250

The **AMERICAN INSTITUTE OF PHYSICS** has awarded a grant entitled "*Dobtometry: Helping Western Oklahoma See the Stars*" in the amount of \$25,000. The grant, in part, supports research training for undergraduate Physics students to enhance Dobtometry at the SWOSU Observatory. The primary function of this award is undergraduate research. The principal investigator of the grant is **Dr. Wayne Trail**.

III. PRESIDENT'S RECOMMENDATIONS

We are requesting approval of our new Mission Statement and Strategic Plan.

SWOSU PATHWAY TO EXCELLENCE Strategic Plan

Mission Statement:

Southwestern Oklahoma State University supports students and community through its integration of effective teaching, scholarly and creative endeavors, and civic engagement.

Values Statement:

In pursuing the university's mission, SWOSU faculty and staff are guided by a shared commitment to:

- 1) **students**, by providing high-quality instruction, involvement, services, scholarly endeavors, creative activities, and service learning.
- 2) **achievement**, by establishing a foundation for student success.
- 3) **knowledge**, by pursuing the exchange of ideas, research, and leadership for the public good.
- 4) **respect**, by fostering a safe, healthy, and diverse intellectual, cultural, and social environment that encourages emotional well-being.

Vision Statement:

SWOSU will foster an inclusive environment that inspires intellectual excellence, responsible citizenship, professional development, and personal growth.

Strategic Plan Goals:

Goal 1: Cultivate effective methods to attract, develop, and retain students.

Goal 2: Promote student achievement of educational and professional goals.

Goal 3: Provide stewardship of resources necessary to operate excellent programs and services.

Goal 4: Foster quality programs that meet the needs of students and the local, state, national, and global community.

Respectfully submitted,



Randy L. Beutler
President

**BOARD OF REGENTS OF THE
REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA
RESOLUTION**

WHEREAS, Fred Alsberg will retire from Southwestern Oklahoma State University on July 1, 2019; and,

WHEREAS, Fred Alsberg has had a prestigious career for 28 years in higher education in Oklahoma while at Southwestern Oklahoma State University; and,

WHEREAS, Fred Alsberg served with distinction as Associate Professor in the Language and Literature Department at Southwestern Oklahoma State University; and,

WHEREAS, Fred Alsberg has provided invaluable service to Southwestern Oklahoma State University as an Associate Professor in the Language and Literature Department; and,

WHEREAS, Fred Alsberg has demonstrated dedication to his profession by exhibiting excellence in teaching, publishing; and,

WHEREAS, Fred Alsberg is deserving of special recognition for his loyal and faithful service to the University;

NOW, THEREFORE, BE IT RESOLVED that the Board of Regents of the Regional University System of Oklahoma bestows upon Fred Alsberg the honorary title of "Associate Professor Emeritus" and extends to him an expression of commendation and appreciation for his many contributions to the success of Southwestern Oklahoma State University and wishes for his continued health and happiness and a feeling of joy and satisfaction which rightfully comes to a person who has served so faithfully and honorably in the education profession of Oklahoma; and,

BE IT FURTHER RESOLVED that this resolution be entered into the official minutes of the Board of Regents of the Regional University System of Oklahoma and a copy, signed by the Chair of the Board, be forwarded to Walter Steven Pray at Weatherford, Oklahoma.

ADOPTED by the Board of Regents of the Regional University System of Oklahoma this Twelfth day of April 2019.

Mark Stansberry, Chair
Board of Regents of the
Regional University System of Oklahoma

Attest:

Connie Reilly
Secretary

**BOARD OF REGENTS OF THE
REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA
RESOLUTION**

WHEREAS, Cindy Dougherty will retire from Southwestern Oklahoma State University on March 31, 2019; and,

WHEREAS, Cindy Dougherty has had a prestigious career for 14 years in higher education in Oklahoma while at Southwestern Oklahoma State University; and,

WHEREAS, Cindy Dougherty served with distinction as Dean of Students at Southwestern Oklahoma State University; and,

WHEREAS, Cindy Dougherty has provided invaluable service as Dean of Students at Southwestern Oklahoma State University and all that it entails including Title IX Officer, FERPA Officer, ADAAA Officer, and Collegiate Activities Board Sponsor; and

WHEREAS, Cindy Dougherty has demonstrated dedication to her profession by exhibiting excellence in service, particularly as University Liaison for Leadership Weatherford; and,

WHEREAS, Cindy Dougherty is deserving of special recognition for her loyal and faithful service to the University;

NOW, THEREFORE, BE IT RESOLVED that the Board of Regents of the Regional University System of Oklahoma bestows upon Cindy Dougherty the honorary title of "Dean of Students Emeritus" and extends to her an expression of commendation and appreciation for her many contributions to the success of Southwestern Oklahoma State University and wishes for her continued health and happiness and a feeling of joy and satisfaction which rightfully comes to a person who has served so faithfully and honorably in the education profession of Oklahoma; and,

BE IT FURTHER RESOLVED that this resolution be entered into the official minutes of the Board of Regents of the Regional University System of Oklahoma and a copy, signed by the Chair of the Board, be forwarded to Cindy Dougherty at Weatherford, Oklahoma.

ADOPTED by the Board of Regents of the Regional University System of Oklahoma this Twelfth day of April 2019.

Mark Stansberry, Chair
Board of Regents of the
Regional University System of Oklahoma

Attest:

Connie Reilly
Secretary

RESOLUTION
Regional University System of Oklahoma

WHEREAS, THE SOUTHWESTERN OKLAHOMA STATE UNIVERSITY LADY BULLDOGS 2018-2019 season was a historic journey to the NCAA Division II National Championship game; and

WHEREAS, THE LADY BULLDOGS Roster consists of Taber Beer of Hammon, Ashli Robinson of Calumet, Alexa Harvey of Weatherford, Nicole Middleton of Enid, Katie Percival of Calumet, Savannah Gray of Fort Gibson, Hailey Tucker of Bartlesville, Hayden Priddy of Piedmont, Taylor Hedrick of Chester, Lauren Ramey of Kiefer, Tyra Aska of Meridian, Maddie Sperle of Piedmont, Bethany Franks of Norman, Ashlyn Basler of Yukon, and Dovile Strimaitye of Palanga, Lithuania and was coached by Kelsi Musick, Cophie Anderson, and Nina Gregory, and

WHEREAS, THE LADY BULLDOGS finished the season with an unprecedented 35-2 record; and

WHEREAS, THE LADY BULLDOGS won the Great American Conference season title, the Great American Conference Tournament Championship, and advanced to the NCAA Division II Regional Championship, Elite Eight, Final Four and the National Championship game, and

WHEREAS, THE LADY BULLDOGS have the longest winning streak in the history of NCAA Division II women's basketball and have set the standard for Southwestern Oklahoma State University Bulldog Athletics, and

WHEREAS, THE 2019 LADY BULLDOGS exemplify the characteristics of teamwork, tenacity, grit, and resilience.

NOW, THEREFORE, BE IT RESOLVED, that the *Board of Regents of the Regional University System of Oklahoma* extends a heartfelt congratulations and commendation to **THE LADY BULLDOGS** for their historic 2018-2019 season and wishes for them a feeling of pride and satisfaction which rightfully belongs to a team of their stature.

BE IT FURTHER RESOLVED, that this resolution be entered into the official minutes of the **Regional University System of Oklahoma**.

ADOPTED by the *Regional University System of Oklahoma* this twelfth day of April 2019.

Mark Stansberry, Chair
Regional University System of Oklahoma

ATTEST:

Regent Connie Reilly, Secretary



Regent Mark Stansberry
Regional University System of Oklahoma
Landmark Towers
3555 Northwest 58th, Suite 320
Oklahoma City, OK 73112

Dear Regent Stansberry:

The recommendations of Southeastern Oklahoma State University are as follows:

I. PERSONNEL

A. FACULTY PROMOTIONS

The following faculty members have been approved for advancement in rank beginning with the 2019/2020 academic year:

From Assistant Professor to Associate Professor

Dr. Jerry Stout, Department of Educational Instruction and Leadership

Dr. Mary Nottingham, Department of Educational Instruction and Leadership

B. RECOMMENDATIONS FOR TENURE

The following faculty members are recommended for tenure effective with the beginning of the 2019/2020 academic year:

Dr. Jerry Stout, Department of Educational Instruction and Leadership

Dr. Mary Nottingham, Department of Educational Instruction and Leadership

C. FACULTY APPOINTMENTS

John Massey School of Business

Mr. Lloyd Sauls has been appointed to the position of full-time Instructor/Director of the Aviation Sciences Institute, effective February 28, 2019, at a 12-month salary of \$100,000.

Mr. Sauls earned a Bachelor of Science in Behavioral Science and a Bachelor of Science in Basic Science from the United States Air Force Academy in 1974. His professional experience spans more than 25 years with Delta Airlines, Inc., including positions such as International Captain and In

Minutes for April 12, 2019, Attachment 1
 Command Facilitator, 1 year with Southwest Airlines as Flight Instructor, and 6 years with the United States Air Force as an Undergraduate Pilot Training (T-38 Aircraft) and Academic Instructor, and Aircraft Functional Check Pilot (T-38 and T-37). Page 2 of 3

D. ADMINITRATIVE APPOINTMENTS

Academic Affairs

Dr. Tim Boatmun, Dean of the Graduate School, E-Programming, and Academic Support has been appointed to the position of Acting Vice President for Academic Affairs effective April 1, 2019. Dr. Boatmun's new status will continue until Sean Burrage is able to return to the President's position and Bryon Clark is able to return to the Vice President for Academic Affairs' position, at which time his status as Acting Vice President for Academic Affairs will automatically end and he will return to his previous position, Dean of the Graduate School, E-Programming and Academic Support. His annual salary will be increased to \$137,000 during his service as Acting Vice President for Academic Affairs and it will return to his previous salary automatically when he returns to his previous position.

II. NOTICE OF GRANT AWARDS

The following grants have been awarded to Southeastern Oklahoma State University:

Bulletproof Vest Partnership Program.....\$2,268.00

This grant was awarded to Southeastern Oklahoma State University from the U. S. Department of Justice via Oklahoma Department of Public Safety in the amount of \$2,268. The effective date of the grant is October 17, 2018. This grant's project director is Captain Jody Hall, Southeastern Police Department. The purpose of this grant is to protect the lives of law enforcement officers with the purchase of bulletproof vests. Six vests will be purchased with the partnership of the Choctaw Nation of Oklahoma, Southeastern Foundation, and Southeastern Oklahoma State University.

Choctaw Bulletproof Vest Partnership Program.....\$500.00

This grant was awarded to Southeastern Oklahoma State University from the Choctaw Nation of Oklahoma in the amount of \$500. The effective date of the grant is January 10, 2019. This grant's project director is Captain Jody Hall, Southeastern Police Department. The purpose of this grant is to protect the lives of law enforcement officers with the purchase of bulletproof vests. Six vests will be purchased with the partnership of the U. S. Department of Justice, Southeastern Foundation, and Southeastern Oklahoma State University.

Oklahoma Small Business Development Center.....\$1,473,743.00

This grant was awarded to Southeastern Oklahoma State University (SE) from the U. S. Small Business Administration (SBA) in the amount of \$1,473,743. The effective date of the grant is January 1, 2019. The State Director is Ms. Michele Campbell, Oklahoma Small Business Development Center (OKSBDC). The purpose of this grant is to provide small business management advising, training and technical services to entrepreneurs and small business owners in all 77 counties throughout Oklahoma. The SBA grant

Minutes for April 2, 2019
establishing OKSBDC was awarded to SE in September of 1984. Southeastern then created and sustains a statewide network of service providers including other universities, community colleges, technology centers, economic development entities and other qualifying organizations to provide grass roots economic and business development services throughout the state. OKSBDC has also created partnerships with other organizations including Chambers of Commerce, commercial lenders, and Oklahoma's Native American tribes. OKSBDC provides consulting services and training services to Oklahoma entrepreneurs and small business owners each year resulting in increased economic growth, employment, and economic vitality. OKSBDC provides a critical and key link between higher education and important statewide and community stakeholders.

Sincerely,



Sean Burrage
President

OFFICE OF THE PRESIDENT

March 28, 2019

Regional University System of Oklahoma
3555 N.W. 58th Street, Suite 320
Oklahoma City, OK 73112

Dear Board Members:

The recommendations of Northwestern Oklahoma State University are as follows:

I. PERSONNEL

A. Faculty Appointments

School of Arts and Sciences

Dr. Robert Vest, has been appointed Assistant Professor of Spanish in a permanent full-time position. His appointment is effective August 13, 2019, through May 8, 2020, at an academic salary rate of \$47,935.

Dr. Vest holds a Bachelor of Arts degree (2010) in Spanish and History from Northern Michigan University, Marquette, Michigan, and a Master of Arts degree (2012) in Foreign Languages and Literature (Spanish) and a Doctor of Philosophy degree (2018) in Languages and Cultures (Spanish), both from Purdue University, Lafayette, Indiana.

Northwestern Oklahoma State University

His previous work experience includes: Adjunct Instructor of Spanish (2) Community College, Lafayette, Indiana; Graduate Lecturer (8) at Purdue University, Lafayette, Indiana; and Assistant Professor of Spanish (1) at Truman State University, Kirksville, Missouri.

B. Promotion in Rank

The following faculty members have been recommended for promotion in rank effective with their appointment dates for the 2019-2020 academic year. They have been recommended for promotion by the Dean of Faculty and the Vice President for Academic Affairs.

School of Arts and Sciences

<u>Name</u>	<u>Department</u>	<u>From</u>	<u>To</u>
Dr. Jennifer Page	English	Assistant	Associate
Dr. Kylene Rehder	Social Work	Associate	Professor
Dr. Jennifer Sattler	Physics	Assistant	Associate
Dr. Dena Walker	Mathematics	Assistant	Associate

School of Education

<u>Name</u>	<u>Department</u>	<u>From</u>	<u>To</u>
Dr. Mindi Clark	Agriculture	Assistant	Associate

School of Professional Studies

<u>Name</u>	<u>Department</u>	<u>From</u>	<u>To</u>
Dr. Ralph Bourret	Business	Associate	Professor
Dr. Roger Brown	Business	Assistant	Associate

Northwestern Oklahoma State University**C. Reappointment of Non-Tenured Faculty**

I recommend the reappointment of the following non-tenured faculty for the 2019-2020 academic year.

School of Professional Studies

<u>Name</u>	<u>Department</u>	<u>Rank</u>
Dr. Courtney Ballina	Nursing	Assistant Professor
Amanda Clepper	Nursing	Instructor
Dr. Jennifer Glen	Nursing	Assistant Professor
Dr. Nikole Hicks	Nursing	Associate Professor
Garret Lahr	Business	Instructor
Dr. Joseph Paul	Business	Associate Professor
Heidi Ritchie	Nursing	Instructor
Dr. Patricia Thompson	Nursing	Associate Professor
Jana Walker	Business	Instructor

School of Arts and Sciences

<u>Name</u>	<u>Department</u>	<u>Rank</u>
Dr. Richmond Adams	English	Assistant Professor
Dawn Allen	English	Assistant Professor
Dr. Kaylene Armstrong	Communication	Assistant Professor
Jana Brown	Social Science	Instructor
M. Seth Cudd	Fine Arts	Instructor
Douglas Davidson	Library	Assistant Professor
Shawna Gilbert	Library	Assistant Professor
Dr. Roxie James	English	Assistant Professor
Melissa Jones	Library	Assistant Professor
Kyle Larson	Fine Arts	Assistant Professor
Karsten Longhurst	Fine Arts	Instructor
Keenan Meeker	Mathematics	Instructor
Lawana Newell	Fine Arts	Instructor
Jennifer Pribble	Social Work	Assistant Professor
Evan Vaverka	Computer Science	Instructor

School of Education

<u>Name</u>	<u>Department</u>	<u>Rank</u>
Dr. Tracy Beedy	Agriculture	Assistant Professor
Mariann Braten-Hall	Education	Instructor
Dr. Jason Ferrell	Psychology	Assistant Professor
Dr. Colleen Golightly	Education	Associate Professor
Shane Hansen	HSSE	Instructor
Dr. Joshua Hawkins	Education	Assistant Professor

Northwestern Oklahoma State University**(reappointments continued)**

Mistie Kline	Psychology	Instructor
J. Taylor Randolph	Psychology	Instructor
Dr. Henry Trabuc	Education	Assistant Professor
Dr. Stephanie Widick	Psychology	Assistant Professor

D. Reappointment of Non-Tenured Faculty After Seven Years

I recommend the reappointment of the following non-tenured faculty for the 2019-2020 academic year.

School of Professional Studies

<u>Name</u>	<u>Department</u>	<u>Rank</u>
None		

School of Arts and Sciences

<u>Name</u>	<u>Department</u>	<u>Rank</u>
Mark Bagley	Computer Science	Instructor
Tamara Brown	Communication	Assistant Professor
Shannon Leaper	Library	Assistant Professor
Jeff McAlpin	Criminal Justice	Instructor
Kirk Rogers	Criminal Justice	Instructor

School of Education

<u>Name</u>	<u>Department</u>	<u>Rank</u>
Roxanne Clark	Education	Instructor
Mark Sneary	Agriculture	Instructor
Steve Sneary	Agriculture	Instructor

E. Retirement with Resolution

Dr. Cynthia Pfeifer-Hill, Professor of Biology, has submitted a letter stating her intention to retire effective May 10, 2019. Dr. Pfeifer-Hill has been employed with the University since August 11, 1995. A resolution recognizing her years of service to Northwestern is attached.

Northwestern Oklahoma State University**F. Recommendations for Tenure**

I recommend the faculty members listed below be granted tenure effective the 2019 Fall Semester. Each member has been recommended for tenure by the Dean of Faculty and the Vice President for Academic Affairs and their qualifications are commensurate with policy set forth by the Board.

School of Arts and Sciences

<u>Name</u>	<u>Department</u>	<u>Rank</u>
Dr. Jennifer Page	English	Asst. Professor
Dr. Jennifer Sattler	Physics	Asst. Professor

School of Professional Studies

<u>Name</u>	<u>Department</u>	<u>Rank</u>
Dr. Krista Tilley	Nursing	Asst. Professor

II. PURCHASES

The following purchases are being made in accordance with Board Policy (over \$50,000 and under \$150,000):

Bus and driver expenses associated with University-owned buses; Midwest Bus Sales, Inc., Bonner Springs, Kansas, at a cost of \$70,000. (Fund 290, E&G Funds)

Northwestern Oklahoma State University

III. GRANTS AND CONTRACTS

The Charles Koch Foundation.....\$12,000

A grant to partially fund a two-day free, public seminar entitled, "From Crisis to Calm", held February 21 & 22, 2019, on Northwestern's Enid Campus. Dr. Wayne McMillin, Dean of the Enid Campus, is the event coordinator.

The Enid Winter Chautauqua.....\$1,500

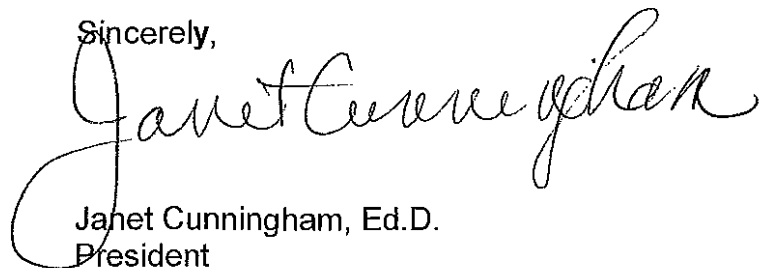
Grant funds to assist with the 2019 Enid Winter Chautauqua entitled "Big Mama Speaks: The 1921 Tulsa Race Riot", held February 1, 2019. Dr. Wayne McMillin, Dean of the Enid Campus, is the event coordinator. Funds were received from:

The Chautauqua Council of Enid.....\$1,000

Enid Arts Council.....\$500

TOTAL GRANTS.....\$13,500

Sincerely,

A handwritten signature in cursive script, reading "Janet Cunningham".

Janet Cunningham, Ed.D.
President

JC:md
Attachment (1)

RESOLUTION

Regional University System of Oklahoma

WHEREAS, DR. CYNTHIA PFEIFER-HILL, Professor of Biology at Northwestern Oklahoma State University, will retire on May 10, 2019; and

WHEREAS, DR. PFEIFER-HILL will be leaving the University after 24 years of service; and

WHEREAS, DR. PFEIFER-HILL has earned the respect and admiration of her colleagues and has established a reputation for outstanding service in the study of Biology; including leadership of the Science Department; and

WHEREAS, DR. PFEIFER-HILL has dedicated her professional life to the service of countless students, many of whom credit their personal and professional success to her guidance and support; and

WHEREAS, DR. PFEIFER-HILL has been credited by many students for their success in earning acceptance into graduate programs at universities across the country; and

WHEREAS, DR. PFEIFER-HILL has received many accolades for her exemplary service, including the John Sheffield Teacher of the Year Award and the John Barton Distinguished Teaching and Service Award; and

WHEREAS, DR. PFEIFER-HILL has faithfully fulfilled the responsibilities of her position and served her students with a high degree of professionalism and concern for their success,

NOW, THEREFORE, BE IT RESOLVED, that the *Regional University System of Oklahoma* bestows upon **DR. CYNTHIA PFEIFER-HILL**, the honorary title of “**Professor Emeritus of Biology**” and extends to her an expression of appreciation and commendation for her contributions to the success and reputation of Northwestern Oklahoma State University, and extends best wishes for years of happiness and satisfaction, which are rightfully expected after such faithful and dedicated service; and

BE IT FURTHER RESOLVED that this resolution be entered into the official minutes of the *Regional University System of Oklahoma* and a copy, signed by the Chair of the Board, be forwarded to **DR. PFEIFER-HILL** in Alva, Oklahoma.

ADOPTED by the *Regional University System of Oklahoma* this 12th day of April, 2019.

Mark Stansberry, Chair
Regional University System of Oklahoma

ATTEST:

Connie Reilly, Secretary

R E S O L U T I O N

Regional University System of Oklahoma

WHEREAS, REGENT MARK STANSBERRY was first appointed to serve on the Board of Regents for the Regional University System of Oklahoma on June 10, 2001 by Governor Frank Keating and served for nine years and was reappointed February 24, 2015 by Governor Mary Fallin and served more than four years for a total of more than thirteen years, serving in Position No. 8 representing Oklahoma, Logan, Payne, Cleveland, McClain, Garvin, and Murray counties, and

WHEREAS, REGENT STANSBERRY advanced the cause of higher education in Oklahoma in addition to his service to the regents of the Regional University System of Oklahoma, by serving as a regent on the following public and private boards of higher education: Board of Regents of the University of Science and Arts of Oklahoma, appointed by Governor Henry Bellmon in 1988, he served a five-year term, including serving as Chairman from 1990-1991. Board of Trustees of Oklahoma Christian University, elected to a nine-year term from 2006-2015, and

WHEREAS, REGENT STANSBERRY served higher education in Oklahoma as well as other states and countries by serving on the following: Board of Visitors of the University of Oklahoma Stephenson Cancer Center; Board of Advisors of Oklahoma State University's Environmental Program as well as serving on the Advisory Board of Oklahoma State University's 2013 Energy Conference; Southeastern Oklahoma State University Business Advisory Council; Oklahoma Small Business Development Advisory Council; University of Tulsa Advisory Council, MBA Energy Management Program; Board of Visitors at Pepperdine University School of Public Policy; University of Central Oklahoma Foundation and the President's Advisory Council, The Fund for American Studies Board of Trustees, Oklahoma Hall of Fame/Gaylord-Pickens Museum/Oklahoma Heritage Association; People to People International where he served as chairman, 2009-2013, and Oklahoma Governor's International Team where he served as chairman in 2007; Zambia Christian Schools Board; Oklahoma Vo-Tech Task Force Committee; United States Senator Nickles Military Academy Selection Committee, and

WHEREAS, REGENT STANSBERRY embodies the values of kindness, integrity, loyalty, and leadership. He has exemplified conscientious diligence and service in the pursuit of his duties on the board and has shown himself to be vigorous in the pursuit of excellence, fair and open-minded, and unfailingly courteous. He is deeply committed to the Regional University System of Oklahoma and he will be greatly missed, and

NOW, THEREFORE, BE IT RESOLVED, that the *Regional University System of Oklahoma* extends a heartfelt thanks to **REGENT MARK STANSBERRY** for his service and wishes for continued health and happiness, and a feeling of joy and satisfaction which rightfully comes to a person who has served so faithfully, and.

BE IT FURTHER RESOLVED, that it is our wish that his talents and dedication be observed and publicly proclaimed, and that he realize and carry with him the sincere personal best wishes of each Board member who hereby attests to his integrity and dedication.

ADOPTED by the *Regional University System of Oklahoma* this eleventh day of April 2019.

Regent Susan Winchester

Regent Jeffrey Dunn

Regent Lake Carpenter

Regent Gary Parker, Vice Chair

Connie Reilly, Secretary

Regent Jane McDermott

Regent Amy Anne Ford

Regent Joy Hofmeister