REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA



MINUTES

SPECIAL BOARD MEETING

November 2, 2018

Renaissance Waterford Hotel Well Room Oklahoma City, Oklahoma

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REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA

University
of
Central
Oklahoma

SPECIAL MEETING AGENDA

November 2, 2018, 11:00 a.m. Renaissance Waterford Hotel Well Room Oklahoma City, Oklahoma

East Central University

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

Northeastern State University

- II. CALL TO ORDER AND REGENTS' ROLL CALL
 - A. EXCUSE ABSENT REGENTS
 - **B. INTRODUCTION OF GUESTS**

Northwestern Oklahoma State University

- III. CHAIR'S REPORT-- Regent Mark Stansberry
- IV. CONSENT DOCKET
 - A. MINUTES OF PREVIOUS MEETING
 - 1. Approval of Minutes of Special Meeting, September 19, 2018
 - 2. Approval of Minutes of Regular Meeting, September 21, 2018
 - B. EDUCATIONAL EXCELLENCE COMMITTEE REPORT Chair Amy Ford

Southeastern Oklahoma State University

Southwestern Oklahoma State University

1. Southwestern Oklahoma State University

a. Program Modifications:

- 1. B.S. Health Care Administration, College of Professional and Graduate Studies (005)
- 2. B.A. in Education, Art Education, College of Professional and Graduate Studies (008)
- 3. B.S. Biological Science, College of Arts and Sciences (009)
- 4. B.A. Business Administration, College of Professional and Graduate Studies (011)
- 5. B.A. Chemistry, College of Arts and Sciences (013)
- 6. B.S. Chemistry, College of Arts and Sciences (014)
- 7. B.S. in Education, Elementary Education, College of Professional and Graduate Studies (017)
- 8. B.A. in Education, English Education, College of Professional and Graduate Studies (019)
- B.S. in Education, Health and Physical Education, College of Professional and Graduate Studies (023)
- 10. B.S. in Education, Mathematics Education, College of Professional and Graduate Studies (032)
- 11. B.S. Health Information Management, College of Professional and Graduate Studies (033)
- 12. B.S. Microbiology, College of Arts and Sciences (034)
- 13. Bachelor of Music, College of Arts and Sciences (037)
- 14. Bachelor of Music Education, College of Professional and Graduate Studies (038)
- 15. B.S. in Education, Natural Science Education, College of Professional and Graduate Studies (039)
- 16. B.S. in Education, Special Education, College of

- Professional and Graduate Studies (053)
- 17. B.S. in Nursing, College of Professional and Graduate Studies (087)
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- 20. B.A. in Education, History Education, College of Professional and Graduate Studies (132)
- 21. B.S. Health Sciences, College of Professional and Graduate Studies (137)
- 22. Bachelor of Applied Science, Health Science, College of Professional and Graduate Studies (166)
- 23. B.S. Public Health, College of Professional and Graduate Studies (167)
- 24. All Degrees, Colleges of Pharmacy, Arts and Sciences, and Professional and Graduate Studies.

2. Northeastern State University

a. Substantive Changes

1. Geography, B.A. (036): NSU requests a program name change and program requirement change to accommodate updates in curriculum, Faculty propose changing the name of the program to Geography and Sustainability Studies. In addition, they propose to reduce the hours required in the Physical Geography category from six (6) to three (3) required hours and to increase the hours required in the Geography Electives category from 15 to 18 to balance that change. Two new courses, GEOG 4743 Climate Change and GEOG 4623 Sustainability and Resiliency will be added as guided electives. Faculty propose eight title changes of existing courses along with description updates to modernize the curriculum. The total credit hours for the degree will remain 124.

2. Health and Physical Education B.S. Ed. (041): Faculty propose removing a non-credit graduation requirement for a capstone experience. Currently the and department requires Health both Performance majors and Health and Physical Education majors to complete a non-credit capstone experience at professional development site. Because Health and Physical Education majors already complete two pre-internship experiences in schools and a full semester clinical teaching experience at two different school sites, the capstone requirement is redundant and an impediment for students to graduate in a timely manner. The total credit hours for the degree will remain 124.

b. Existing Program—Tulsa Area Metro

1. Health and Human Performance, B.S. (040). NSU seeks approval to offer its existing degree, Health and Human Performance at its Broken Arrow campus. Offering the program at Broken Arrow provides a venue and opportunity for Tulsa Community College (TCC) graduates in Health, Human Performance, and Physical Education to continue their education and complete a baccalaureate degree. The proposal details a recently signed an articulation agreement with TCC for transfer of students to NSU's Health and Human Performance, B.S. degree - Clinical/ Wellness option, building on established articulation relationships between our two institutions. The Letter of Intent (LOI) for this program was forwarded to OSRHE on February 23, 2018 and distributed by the Chancellor on March 8.

c. Letters of Intent

Northeastern State University will submit to the Oklahoma State Regents for Higher Education (OSRHE) a Letter of Intent requesting approval for electronic delivery of three existing programs.

- Master of Education in Early Childhood. Availability of the complete program through electronic delivery would better serve working adults and their employers.
- Bachelor of Science in Speech Language Pathology. Electronic delivery would facilitate opportunities for students as well as provide more efficient use of faculty resources.

- Master of Science in Speech Language Pathology. The SLP program is in high demand and having the flexibility to offer the program online will allow NSU to better serve students from surrounding, rural communities.
- 4. STEM Education Certificate embedded in the Master of Education in Science Education program. The primary goal of the STEM Education Certificate is to broaden and deepen educators' understanding of STEM content and strategies for successful STEM integration in both formal and informal educational settings. NSU will request approval for electronic delivery as well as traditional delivery at its Tahlequah and Broken Arrow campuses.

NSU is approved by OSRHE and the Higher Learning Commission (HLC) to deliver online programs. A completed proposal for each program will follow according to OSRHE established time frames.

3. Northwestern Oklahoma State University

- a. Program Modification, Other Program Requirement Change
 - Adult Education Management & Administration MED (082)

4. Southeastern Oklahoma State University

- a. Program Deletion:
 - 1. Bachelor of Science in Science Education (043) program deletion

b. Program Modifications:

- Bachelor of Science in Fisheries and Wildlife (011) –
 Informational item Change all the course prefixes
 from CONS to FWS within the program and in course
 inventory.
- 2. Bachelor of Science in Health and Physical Education (021) Replace KIN 4353 with KIN 4373. No change in total hours.

3. Bachelor of Science in Recreation (041) – Change the name to Recreation Sport Management. Replace KIN 4363 with KIN 4373. No change in total hours.

5. <u>East Central University</u>

a. Program Modifications:

- 1. Bachelor of Fine Arts (002)--Program modification, with no change in total hours for the degree
- 2. Minor in Arts Therapy Preparation (020)--New Minor
- 3. Bachelor of Arts in Human Services Counseling (026)-Program modification, with no change in total hours for the degree
- 4. Minor in Music (330E)--Minor modification, with change in minimum total hours
- 5. 2016-2018 Program Reviews
- 6. Externally Accredited Programs 2018

b. Request for Online Delivery:

- 1. Bachelor of Arts in Human Services Counseling 026 (traditional and electronic delivery)
- 2. Bachelor of Science in Nursing 034 (traditional and electronic delivery)
- 3. Bachelor of Social Work 050 (traditional and electronic delivery)
- 4. Bachelor of General Studies 056 (traditional and electronic delivery)
- 5. Master of Management in Management 102 (traditional and electronic delivery)
- c. 2016-2018 Program Reviews
- d. Externally Accredited Programs 2018

V. REPORT OF RUSO COMMITTEE PROCEEDINGS

A. FACILITIES STEWARDSHIP COMMITTEE - Chair Connie Reilly

Report of the Facilities Stewardship Committee, Friday, November 2, 2018, 10:30 a.m., Renaissance Waterford Hotel, Well Room, Oklahoma City, Oklahoma.

1. Northeastern State University

Change Order

a. Wilson Hall

Restek, Inc, Change Order #1, Removal of additional 1390 L.F. of asbestos pipe insulation......\$53,739.21

Information Item:

b. Project #485-0073 Muskogee Mike Synar Building Carpet Replacement

Project Description: Replace carpet throughout building

Requested Funding Approval: \$28,000

Budget Breakdown: Renovation/Repairs

Congruent with Facility Master Plans or Strategic Plans: Yes

Revenue Source(s): Foundation Funds \$25,000, Auxiliary Funds \$3,000

2. <u>University of Central Oklahoma</u>

a. On Call Professional Design Consultants

Request approval of the firms selected to provide professional design services for the University of Central Oklahoma. These services shall be based upon hourly rates that shall be jointly established. Each agreement will be for one year with options to renew each agreement up to four additional years for a total of five years. Consultants will perform work on an as needed basis and will not generate fee costs without prior written authorization. An information item will be presented at

annual renewals of these agreements noting firms that have had their agreements extended during this five year period.

The University of Central Oklahoma has identified consultants within their professional design consultant category to include architectural, mechanical, electrical, plumbing, civil, structural, soils and materials testing and professional land survey for approval. Refer to the Selection of On Call Consultants attachment.

Information Items:

a. Project #120-1090 New Dining Center

Project Description: A Guaranteed Maximum Price agreement for Construction Management at Risk Services for the New Dining Center project has been executed between UCO and its Construction Manager at Risk, Lingo Construction Services Inc., in the total amount of \$15,368,858. RUSO approved the CMR Agreement on January 27, 2017, and a total project budget of \$19,000,000 on November 4, 2016. Master Property Lease Revenue Bond Funds, Auxiliary Funds, and Section 13 Funds.

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

<u>Project Description:</u> Change Order # 24 in the amount of \$24,623 was issued to Lippert Brothers, Inc. for various modifications to include boulder retaining wall, roof ballast, and revisions to lab gas manifold power.

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

<u>Project Description:</u> Change Order # 25 in the amount of \$24,413 was issued to Lippert Brothers, Inc., for exterior sign letters, exterior emergency phone, and conference room A/V modifications.

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

<u>Project Description:</u> Change Order # 26 in the amount of \$24,941 was issued to Lippert Brothers, Inc., for modifications

to the corridor outside of the fire pump room to be in compliance with required fire ratings.

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

<u>Project Description:</u> Change Order # 27 in the amount of \$23,571 was issued to Lippert Brothers, Inc., for additional fire alarm annunciator, oxygen deficiency monitors, exterior lighting, and modifications to data center wiring pathways.

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

<u>Project Description:</u> Change Order # 10 to JE Dunn, Inc., for Sports Performance Center Phase 1 as approved by the Board on September 21, 2018, has been reduced from \$112,205 to \$110,868 to reflect savings of \$1,337.

g. Project # 120-0008 Liberal Arts Renovation and Addition

<u>Project Description:</u> Change Order # 2 in the amount of \$20,987 was issued to Lippert Brothers, Inc., for modifications to data cable trays and conduits and a revision to the wood flooring.

B. VISION & PLANNING COMMITTEE REPORT—Chair Regent Jeffrey T. Dunn

 RUSO Dashboard Presentation—Enrollment, Retention Rates, Graduation Rates, and Gateway Course Success Rates—Dr. James South, Southwestern Oklahoma State University, and Dr. Mark Kinders, University of Central Oklahoma

C. AUDIT & FINANCE COMMITTEE-Regent Gary Parker

Report of the Audit & Finance Committee, Friday, November 2, 2018, 9:30 a.m., Renaissance Waterford Hotel, Well Room, Oklahoma City, Oklahoma.

- 1. Discussion and approval of Internal Audit Plan for FY 2019.
- 2. Discussion and approval of Request for Proposals for External Auditors.

3. University of Central Oklahoma Agency Special Account Application

Request approval of new Agency Special Account (700-type fund) application

UCO has withdrawn its membership from OKHEEI and is now an independently self-funded institution for benefits purposes.

UCO's current 700-type fund is holding payments and contributions related to OKHEEI's calendar year 2018 claims and the runout associated with those claims through March 2019.

UCO needs its own 700-type agency special account to collect premiums and contributions for payment to various benefits-related vendors associated with UCO's business separate from OKHEEI.

4. Southwestern Oklahoma State University 2019 Budget Amendment:

Southwestern Oklahoma State University requests permission to amend the FY 2019 budget increases as follows:

Education and General Part 1 Fund 290 by \$1,385,000

Faculty promotion and equity adjustments	\$385,000
Academic Service fee carryforward from FY18	\$966,000
Miscellaneous departmental budget adjustments	\$ 34,000

Education and General Part 11 Fund 430 by \$500,000 Expected FY19 expenditures for newly awarded Title III Grant

D. PERSONNEL COMMITTEE-Regent Jane McDermott

Report of the Personnel Committee, Friday, November 2, 2018, 10:00 a.m., Renaissance Waterford Hotel, Well Rooom, Oklahoma City, Oklahoma.

1. Discussion and approval of contract for Leadership Assessment of Executive Director by Dr. Shanna Teel & Company.

E. POLICY AND PROCEDURES COMMITTEE—Regent Lake Carpenter

Report of the Policy and Procedures Committee, Friday, November 2, 2018, 9:00 a.m., Renaissance Waterford Hotel, Well Room, Oklahoma City, Oklahoma.

- Discussion and possible approval of revisions to Chapter 5—Policy
 Retiree Insurance Benefit of the RUSO Policy Manual.
- 2. Discussion and possible approval of revisions to Chapter 3 of the RUSO Policy Manual.

VI. PRESIDENTS' RECOMMENDATIONS

A. UNIVERSITY OF CENTRAL OKLAHOMA

- 1. Personnel
- 2. Grants and Contracts

Total grants and contracts: \$ 10,000.00

3. Purchases for approval:

None to report.

4. Informational Items from Purchasing:

Α.	Patco Electrical Source: Facility Fees\$119,000.00
В.	True Digital Security, Inc. DBA True Digital Security Source: E&G\$60,000.00
C.	ExLibris Inc. Source: E&G\$92,393.10
D.	Office of Management and Enterprise Services Source: E&G\$99,330.00
E .	Northwest Lawn Maintenance Inc. Source: E&G

B. SOUTHWESTERN OKLAHOMA STATE UNIVERSITY

- 1. Personnel
- 2. Grants and Contracts

Total grants and contracts: \$ 689,344.00

C. NORTHEASTERN STATE UNIVERSITY

- 1. Personnel
- 2. Information Items:

The following purchases are presented as information items in accordance with Board policy, over \$50,000 and under \$150,000. (All funding is E & G unless otherwise noted.):

a. Admissions and Enrollment Software.....\$80,000.00

3. Grants and Contracts

Total grants and contracts: \$ 1,559,447.86

4. License

Northeastern State University (NSU) is requesting a license to participate in the Oklahoma Industrial Hemp Agricultural Pilot Program administered by the Oklahoma Department of Agriculture, Food, and Forestry. The Pilot Program was passed by the Legislature in the last session and is available to institutions of higher education with a plant science curriculum. NSU sees the Pilot Program as an opportunity to increase economic development for eastern Oklahoma and to provide students an avenue for undergraduate research.

D. NORTHWESTERN OKLAHOMA STATE UNIVERSITY

- 1. Personnel
- 2. Grants & Contracts

Total grants and contracts: \$ 100,914.00

3. Informational Items

a. Academic Calendar

Attached is the Academic Calendar for 2019-2020 for Northwestern Oklahoma State University. The calendar has been submitted for approval to the Oklahoma State Regents for Higher Education.

E. SOUTHEASTERN OKLAHOMA STATE UNIVERSITY

1. Personnel

2. Notice of Grant Awards

Total grants and contracts: \$1,548,098.00

3. Informational Items

a. COMPENSATION CHANGES

Southeastern is requesting approval to provide the following changes to compensation in November for full-time, benefits eligible employees employed as of November 1, 2018.

Faculty longevity step increases that were not provided during the past three fiscal years. Estimated cost: \$244,000.

Holiday stipend up to 3% of employee's annual base pay with a minimum of \$500. Estimated cost: up to \$627,500.

Total Cost: Estimated up to \$871,500 to be funded with budget savings and increase in tuition and fee revenue. No budget revision is needed at this time.

Source of Funds: Depending on the budget from which employee is paid.

b. REQUEST TO NAME BASEBALL FIELD

Southeastern Oklahoma State University is requesting to name its baseball field "Mike Metheny Field" in honor of the winningest coach in NCAA Division II history. Coach Metheny was associated with Southeastern for 40 years as a student-athlete, assistant coach and head coach.

He guided the Southeastern baseball program through its successful transition from NAIA to NCAA Division II. In just the second season at the D-II level, he led his squad to the NCAA Division II World Series in Montgomery, Ala. On June 3, 2000, Southeastern earned its first National Championship. His title earned him the 2000 National Coach of the Year honor at the American Baseball Coaches Convention.

While a member of the NAIA, Metheny's teams made seven trips to the NAIA World Series and earned three runner-up finishes. His teams claimed 15 conference championships and he earned conference coach of the year honors nine times and regional coach of the year seven times.

Coach Metheny retired following the 2017 season, posting a record of 1,324-679-3. He is the NCAA Division II all-time leader in victories.

We are in the process of placing perimeter fencing around the baseball field which will also include an entry way similar to that of the football and basketball facilities where signage will display the name of the field.

Formal naming would be scheduled for a date this spring during a home game.

F. EAST CENTRAL UNIVERSITY

1. Personnel

2. Grants & Contracts

Total grants and contracts: \$ 1,116,227.00

3. Purchases

East Central University is requesting approval to enter into an agreement with The Learning House, Inc. (TLH) to provide services to help our current graduate programs in Water Resource Management, Educational Technology, Sports Administration, Library Media, and Educational Leadership, as well as assist ECU

in developing additional online programs. In addition to the retention services provided by TLH, the online program growth is expected to be an additional 410 students by December 2022 (four years). The cost for the services is based on sharing of revenue collected from students is 52/48 (52% to ECU and 48% to TLH). Attachment A provides a synopsis of the services including a six year projection of students and revenue.

Request approval to make the following purchases which will be made in accordance with Board policy (over \$150,000):

a. Request to enter into a ten (10) year beverage and snack contract with Ada Coca Cola. Estimated revenue from this contract \$561,550.

VII. PRESIDENTS' COUNCIL REPORT

VIII. EXECUTIVE DIRECTOR'S REPORT - Sheridan McCaffree

- 1. Quarterly Reports.
- 2. RUSO Newsletter Analytics Report.

IX. REGENTS' COMMENTS AND ANNOUNCEMENTS

X. 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 Southwestern Oklahoma State University.
 - Discussion of the compensation of the Presidents of East Central University, Northeastern State University, Northwestern Oklahoma State University, Southeastern Oklahoma State University, and the University of Central Oklahoma.
 - Discussion of the employment of the University of Central Oklahoma President.

SPECIAL MEETING AGENDA FOR NOVEMBER 2, 2018

- 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.
- XI. RECONVENE IN PUBLIC SESSION
- XII. 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

SPECIAL MEETING MINUTES

November 2, 2018, 11:19 a.m. Renaissance Waterford Hotel Well Room Oklahoma City, Oklahoma

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 special session at 11:19 a.m., on November 2, 2018, at the Renaissance Waterford Hotel, Well Room, Oklahoma City, Oklahoma. Notice of the special meeting had been properly filed with the Secretary of State, October 31, 2018 and a copy of the Agenda posted by 11:00 a.m., November 1, 2018 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.

Lake Carpenter, Regent, Position 3 Gary Parker, Vice Chair, Position 4 Connie Reilly, Secretary, Position 5 Jane McDermott, Regent, Position 6 Amy Anne Ford, Regent, Position 7 Mark Stansberry, Chair, Position 8

A. EXCUSE ABSENT REGENTS

Regent Reilly made the motion, seconded by Regent Carpenter to excuse Regents Susan Winchester, Jeffrey Dunn, and Joy Hofmeister from the meeting.

3555 NW 58th Street, Suite 320, Oklahoma City, Oklahoma 73112 Phone: (405) 942-8817 Fax: (405) 942-8847 <u>Voting for the motion:</u> Regents Carpenter, Parker, Reilly, McDermott, Ford, 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

Sean Burrage, President, Southeastern Oklahoma State University, Durant, Oklahoma

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

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

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

Regional University System of Oklahoma Administrative Staff

Sheridan McCaffree, Executive Director Priya Desai, Executive Assistant

Others in Attendance

Brenda Burgess, Vice President for Administration and Finance, Southwestern Oklahoma State University, Weatherford, Oklahoma Bo Hannaford, Vice President of Academic Affairs, Northwestern Oklahoma State University, Alva, Oklahoma

Mark Kinders, Vice President for Public Affairs, University of Central Oklahoma, Edmond, Oklahoma

Carol Linder, Provost and Vice President of Academic Affairs, East Central University, Ada, Oklahoma

Patti Neuhold, Vice President of Finance, University of Central Oklahoma, Edmond, Oklahoma

David Pecha, Vice President of Administration, Northwestern Oklahoma State University, Alva, Oklahoma

James South, Provost and Vice President of Academic Affairs, Southwestern Oklahoma State University, Weatherford, Oklahoma Dennis Westman, Vice President for Business Affairs, Southeastern

Oklahoma State University, Durant, Oklahoma

III. CHAIR'S REPORT- Regent Mark Stansberry

Regent Stansberry thanked everyone for attending the Novembermeeting of RUSO. He reported that the Regents hosted a second annual dinner with the State Regents on November 1, 2018. He also reported that RUSO will continue to coordinate annual dinners with the State Regents. Regent Carpenter led the group in singing Oklahoma at the Chair's request.

IV. CONSENT DOCKET

Regent Parker made the motion, seconded by Regent Carpenter to approve all of the items on the Consent Docket:

A. MINUTES OF PREVIOUS MEETING

- Approval of Minutes of Special Meeting, September 19, 2018
- 2. Approval of Minutes of Regular Meeting, September 21,2018

B. EDUCATIONAL EXCELLENCE COMMITTEE REPORT – Chair Amy Ford (Attachment A, Pages 43-56)

- 1. <u>Southwestern Oklahoma State University</u> (Pages 43-44)
 - a. Program Modifications:
 - B.S. Health Care Administration, College of Professional and Graduate Studies (005)
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SPECIAL MEETING MINUTES FOR NOVEMBER 2, 2018

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- 5. Master of Management in Management 102 (traditional and electronic delivery)
- c. 2016-2018 Program Reviews
- d. Externally Accredited Programs 2018

<u>Voting for the motion:</u> Regents Carpenter, Parker, Reilly, McDermott, Ford, and Stansberry

Voting against the motion: none

V. REPORT OF RUSO COMMITTEE PROCEEDINGS

A. FACILITIES STEWARDSHIP COMMITTEE - Chair Connie Reilly

Report of the Facilities Stewardship Committee, Friday, November 2, 2018, 10:30 a.m., Renaissance Waterford Hotel, Well Room, Oklahoma City, Oklahoma. (Attachment B, Pages 57-66)

Regent Reilly made the motion, seconded by Regent Ford, to approve the following Facilities Stewardship Committee requests submitted by the universities:

1. Northeastern State University (page 57)

Change Order

a. Wilson Hall

Restek, Inc, Change Order #1, Removal of additional 1390 L.F. of asbestos pipe insulation......\$53,739.21

Information Item:

b. Project #485-0073 Muskogee Mike Synar Building Carpet Replacement

Project Description: Replace carpet throughout building.

Requested Funding Approval: \$28,000

Budget Breakdown: Renovation/Repairs

Congruent with Facility Master Plans or Strategic Plans: Yes

Revenue Source(s): Foundation Funds \$25,000, Auxiliary Funds \$3,000

2. <u>University of Central Oklahoma</u> (pages 58-66)

a. On Call Professional Design Consultants

Request approval of the firms selected to provide professional design services for the University of Central Oklahoma. These services shall be based upon hourly rates that shall be jointly established. Each agreement will be for one year with options to renew each agreement up to four additional years for a total of five years. Consultants will perform work on an as needed basis and will not generate fee costs without prior written authorization. An information item will be presented at annual renewals of these agreements noting firms that have had their agreements extended during this five year period.

The University of Central Oklahoma has identified consultants within their professional design consultant category to include architectural, mechanical, electrical, plumbing, civil, structural, soils and materials testing and professional land survey for approval. Refer to the Selection of On Call Consultants attachment.

Information Items:

a. Project #120-1090 New Dining Center

<u>Project Description</u>: A Guaranteed Maximum Price agreement for Construction Management at Risk Services for

the New Dining Center project has been executed between UCO and its Construction Manager at Risk, Lingo Construction Services Inc., in the total amount of \$15,368,858. RUSO approved the CMR Agreement on January 27, 2017, and a total project budget of \$19,000,000 on November 4, 2016. Master Property Lease Revenue Bond Funds, Auxiliary Funds, and Section 13 Funds.

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

<u>Project Description:</u> Change Order # 24 in the amount of \$24,623 was issued to Lippert Brothers, Inc. for various modifications to include boulder retaining wall, roof ballast, and revisions to lab gas manifold power.

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

<u>Project Description:</u> Change Order # 25 in the amount of \$24,413 was issued to Lippert Brothers, Inc., for exterior sign letters, exterior emergency phone, and conference room A/V modifications.

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

<u>Project Description:</u> Change Order # 26 in the amount of \$24,941 was issued to Lippert Brothers, Inc., for modifications to the corridor outside of the fire pump room to be in compliance with required fire ratings.

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

<u>Project Description:</u> Change Order # 27 in the amount of \$23,571 was issued to Lippert Brothers, Inc., for additional fire alarm annunciator, oxygen deficiency monitors, exterior lighting, and modifications to data center wiring pathways.

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

<u>Project Description:</u> Change Order # 10 to JE Dunn, Inc., for Sports Performance Center Phase 1 as approved by the

Board on September 21, 2018, has been reduced from \$112,205 to \$110,868 to reflect savings of \$1,337.

g. Project # 120-0008 Liberal Arts Renovation and Addition Project Description: Change Order # 2 in the amount of \$20,987 was issued to Lippert Brothers, Inc., for modifications to data cable trays and conduits and a revision to the wood flooring.

Regent Reilly reported on the process that UCO has used for a number of years to retain on call consultants. Instead of issuing an RFP each time they need an architect, engineer, land surveyor, etc., UCO issues a collective RFP process to engage consultants annually for up to a five year period. This is for projects below \$100,000 annually per consultant. UCO and each consultant agree on hourly rates in advance and then create a panel of on call consultants. This process allows them to move quickly when they are ready to begin a new project. It appears to be working well.

<u>Voting for the motion:</u> Regents Carpenter, Parker, Reilly, McDermott, Ford, and Stansberry

Voting against the motion: none

- B. VISION & PLANNING COMMITTEE REPORT—Chair Regent Jeffrey T. Dunn
 - 1. RUSO Dashboard Presentation—Enrollment, Retention Rates, Graduation Rates, and Gateway Course Success Rates—Dr. James South, Southwestern Oklahoma State University, and Dr. Mark Kinders, University of Central Oklahoma

Dr. Mark Kinders, Dr. Bo Hannaford, and Dr. James South gave an informational presentation about the RUSO Dashboard metrics that have been collected to date.

Among the topics discussed were student satisfaction, access, progress, and completion rates, and student achievement measures.

Regent Stansberry thanked the Dashboard Team for their hard work in collecting all of the information that was presented.

Regent Ford made the motion, seconded by Regent Reilly, to rescind the prior vote approving the consent docket.

<u>Voting for the motion:</u> Regents Carpenter, Parker, Reilly, McDermott, Ford, and Stansberry

Voting against the motion: none

Regent Reilly made the motion, seconded by Regent Ford, to approve the September 19 & 21, 2018 Meeting Minutes.

<u>Voting for the motion:</u> Regents Carpenter, Parker, Reilly, McDermott, Ford, and Stansberry

Voting against the motion: none

Regent Ford asked about the possibility of the proliferation of online programs encroaching on other institutions' service areas. The State Regents approval process for online programs was discussed.

Regent Ford made the motion, seconded by Regent Carpenter, to move approval of the Educational Excellence Committee Report for the purpose of discussion.

<u>Voting for the motion:</u> Regents Carpenter, Parker, Reilly, McDermott, Ford, and Stansberry

Voting against the motion: none

Regent Stansberry left the meeting intermittently from 12:03 p.m.— 12:33 p.m.

Regent Reilly made the motion, seconded by Regent McDermott, to approve the Educational Excellence Committee Report.

<u>Voting for the motion:</u> Regents Carpenter, Parker, Reilly, McDermott, and Ford

Voting against the motion: none

Absent: Regent Stansberry

The order of the agenda changed.

D. PERSONNEL COMMITTEE-Regent Jane McDermott

Report of the Personnel Committee, Friday, November 2, 2018, 10:00 a.m., Renaissance Waterford Hotel, Well Rooom, Oklahoma City, Oklahoma.

1. Discussion and approval of contract for Leadership Assessment of Executive Director by Dr. Shanna Teel & Company.

Regent McDermott made the motion, seconded by Regent Ford, to enter into a contract for Leadership Assessment of Executive Director by Dr. Shanna Teel & Company.

<u>Voting for the motion:</u> Regents Carpenter, Parker, Reilly, McDermott, Ford, and Stansberry

Voting against the motion: none

The order of the agenda resumed.

C. AUDIT & FINANCE COMMITTEE-Regent Gary Parker

Report of the Audit & Finance Committee, Friday, November 2, 2018, 9:30 a.m., Renaissance Waterford Hotel, Well Room, Oklahoma City, Oklahoma. (Attachment C, Pages 67-72)

1. Discussion and approval of Internal Audit Plan for FY 2019.

Justin Kersey and Richard Rose of Crawford & Associates presented a proposed Internal Audit Plan for FY 2019. It is risk management based and it includes statutorily required audits as well as assessment and billing of tuition and fees, employment services and payroll, controlled substances, and follow up of prior year audits. The Board has the ability to add audits the Board decides are needed.

Regent Parker made the motion, seconded by Regent Ford, to approve the FY 2019 Internal Audit Plan.

<u>Voting for the motion:</u> Regents Carpenter, Parker, Reilly, McDermott, Ford, and Stansberry

Voting against the motion: none

2. Discussion and approval of Request for Proposals for External Auditors.

The Committee reviewed the proposed RFP for external auditors. RUSO is currently in the last of their five year statutorily allowed contracting period. RUSO will require a new external auditor next year.

Regent Parker made the motion, seconded by Regent Reilly, to approve the Request For Proposals for External Auditors.

<u>Voting for the motion:</u> Regents Carpenter, Parker, Reilly, McDermott, Ford, and Stansberry

Voting against the motion: none

3. University of Central Oklahoma Agency Special Account Application

Request approval of new Agency Special Account (700-type fund) application

UCO has withdrawn its membership from OKHEEI and is now an independently self-funded institution for benefits purposes. UCO's current 700-type fund is holding payments and contributions related to OKHEEI's calendar year 2018 claims and the runout associated with those claims through March 2019.

UCO needs its own 700-type agency special account to collect premiums and contributions for payment to various benefits-related vendors associated with UCO's business separate from OKHEEI.

Regent Parker made the motion, seconded by Regent Reilly, to approve the UCO's Agency Special Account 700 Application.

<u>Voting for the motion:</u> Regents Carpenter, Parker, Reilly, McDermott, Ford, and Stansberry

Voting against the motion: none

4. Southwestern Oklahoma State University 2019 Budget Amendment:

Southwestern Oklahoma State University requests permission to amend the FY 2019 budget increases as follows:

Education and General Part 1 Fund 290 by \$1,385,000

Faculty promotion and equity adjustments \$385,000 Academic Service fee carryforward from FY18 \$966,000 Miscellaneous departmental budget adjustments \$34,000

Education and General Part 11 Fund 430 by \$500,000 Expected FY19 expenditures for newly awarded Title III Grant

Regent Parker made the motion, seconded by Regent Ford, to approve SWOSU's FY 2019 Budget Amendment.

<u>Voting for the motion:</u> Regents Carpenter, Parker, Reilly, McDermott, Ford, and Stansberry

Voting against the motion: none

E. POLICY AND PROCEDURES COMMITTEE-Regent Lake Carpenter

Report of the Policy and Procedures Committee, Friday, November 2, 2018, 9:00 a.m., Renaissance Waterford Hotel, Well Room, Oklahoma City, Oklahoma.

1. Discussion and possible approval of revisions to Chapter 5—Policy 5.4.3 Retiree Insurance Benefit of the RUSO Policy Manual.

The Business Officers are continuing to review and discuss recommendations for possible revisions to Chapter 5 of the RUSO Policy Manual.

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

The Academic Affair Officers have met with RUSO General Counsel Debra Lyon and started a thorough analysis of issues related to tenure review policies and processes. They intend to have recommendations for revisions at the next regular board meeting.

Chair Stansberry declared a break at 12:40 p.m.

Regent McDermott left the meeting at 1:15 p.m.

The meeting resumed at 1:17 p.m.

VI. PRESIDENTS' RECOMMENDATIONS

A. UNIVERSITY OF CENTRAL OKLAHOMA

(See attachment D, Pages 73-78)

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

<u>Voting for the motion:</u> Regents Carpenter, Parker, Reilly, McDermott, Ford, and Stansberry

Voting against the motion: none

President Betz reported that the new STEM building will be opening on November 14, 2018 and that all are welcome to attend. The design of the building is based on an interdisciplinary model of learning.

President Betz reported that UCO's new Sports Performance Center opened on September 22, 2018. This is more than just an athletic facility. Thanks to a generous donor, there is now the Academic Success Center to help student athletes with their academic performance. Student athletes are graduating at a higher rate and with higher GPAs than the student body average.

President Betz reported that UCO will be hosting the Oklahoma Higher Education Hall of Fame on November 5, 2018 in which contributors to Oklahoma Higher Education will be inducted.

President Betz reported that UCO received a letter at the end of October from the US Department of Interior. In the letter they named Dr. Myron Pope was named one of fifteen national commissioners for the 400 Years of African-American History Commission.

President Betz reported that Dr. Jeff King has been working with international universities on adoption of the Student Transformative Learning Record. It has been adopted and adapted by many universities internationally and several universities in the United States.

B. SOUTHWESTERN OKLAHOMA STATE UNIVERSITY

(See attachment E, pages 79-82)

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

<u>Voting for the motion:</u> Regents Carpenter, Parker, Reilly, McDermott, Ford, and Stansberry

Voting against the motion: none

President Beutler reported that SWOSU has been awarded a five-year \$2,178,948 Title III Grant from the US Department of Education to expand their capacity to serve low-income students. The Title III Grant is part of the Strengthening Institutions Program (SIP). The grant will help provide innovative student services to help retain students and allow them to successfully progress through their chosen field of study to program completion.

President Beutler invited everyone to various activities in honor of the 150th sesquicentennial anniversary of the Washita Massacre on November 27, 1868, near present-day Cheyenne, Oklahoma. Lieutenant Colonel George Armstrong Custer and the 7th Cavalry attacked the sleeping village of Chevenne Peace Chief Black Kettle, killing an estimated 60 people along the banks of the Washita River. SWOSU and the Washita Battlefield National Historic Site are sponsoring the November 17 activities. The day starts at 1 p.m. with the dedication of Mann Hall, a newly remodeled residence hall honoring Dr. Henrietta Mann, former president of the Chevenne & Arapaho Tribal College and lifelong proponent of Native American education. The Washita Symposium starts at 2 p.m. in the Stafford Center and will be a collaborative discussion regarding the history, perspectives and cultural significance of November 27, 1868. Among the speakers are Tucker Blythe, superintendent of the Washita Battlefield National Historic Site; Dr. Mann; Oklahoma Poet Laureate Nominee Dorothy Alexander; and a question/answer session led by SWOSU Associate Professor Dr. Sunu Kodumthara,

A dinner is at 5 p.m. and will feature speaker Dr. Bob Blackburn, executive director of the Oklahoma Historical Society. Opening comments will be by Cheyenne & Arapaho Tribes Governor Reggie Wassana and President Beutler. The evening will conclude with a 7 p.m. concert by the All High School Senior Honor Band. Guest

conductor will be Dr. Gary Gackstatter and the program will include an original composition entitled Washita.

President Beutler reported that SWOSU will be holding their annual Miss SWOSU pageant at 7:00 p.m. on November 3, 2018. This year's pageant theme is "Under the Big Top," The pageant will take place in the Fine Arts Auditorium.

President Beutler reported that the City of Weatherford has approached SWOSU about the 2020 renewal of the city sales tax. Currently, \$7,000,000 went to the Pioneer Event Center which has brought in many people. SWOSU was asked to be a part of that planning process.

C. NORTHEASTERN STATE UNIVERSITY

(See attachment F, pages 83-86)

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

<u>Voting for the motion:</u> Regents Carpenter, Parker, Reilly, McDermott, Ford, and Stansberry

Voting against the motion: none

President Turner reported that this year is the 10th year for the Northeast Oklahoma Regional Alliance Economic Development Summit which represents a decade worth of collaboration and making place matter.

President Turner reported that Dr. Isabel Baker will be inducted into the Oklahoma Higher Education Hall of Fame on November 5, 2018. She was also the keynote speaker at the dedication of the new Center for Women's Studies at NSU.

President Turner reported that accrediting body for NSU's College of Education, CAEP (Council for the Accreditation of Educator Preparation) is currently on campus and working with the faculty.

President Turner reported that starting November 7, 2018, NSU's Physician Assistant cohort will evaluate getting provisional accreditation for a new Physician Assistant Program. President Turner thanked the faculty and staff for their hard work.

President Turner reported that Dr. Virginia Whitekiller, an NSU social work professor, was selected as the 2018-19 Fulbright Canadian Research Chair in Aboriginal Studies at Vancouver Island University. During the fall 2018 semester, she will work from Vancouver Island University on her research project, "Indigenous Cultural Resilience: Supporting Higher Education Pathways." Her study will shed insight into cultural factors of Canada's Aboriginal peoples in college retention and completion.

President Turner thanked Dr. Renee Cambiano, Chair of the Faculty Council, for her work on NSU's bridge program in the College of Education that partners with a university in China as well as her work as volunteer for NSU's faculty mentor program.

President Turner reported that NSU's commencement ceremonies will take place on December 15, 2018 at 9:30 a.m. and 1:30 p.m. and all are welcome to attend.

President Turner reported that he and Mrs. Turner will be hosting a holiday open house for students and the community. All are welcome to attend.

D. NORTHWESTERN OKLAHOMA STATE UNIVERSITY (See attachment G, pages 87-94)

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

<u>Voting for the motion:</u> Regents Carpenter, Parker, Reilly, McDermott, Ford, and Stansberry

Voting against the motion: none

President Cunningham reported that NWOSU's annual Ranger Preview saw 433 students on October 27, 2018. This event provided the opportunity for these high school juniors, seniors, and their families to visit the campus, faculty, staff, and current students. It is a fun and informative event that showcases opportunities at NWOSU. Any high school senior who attended Ranger Preview, is admitted to NWOSU as a full-time student, and will live in Alva during the academic year, will receive a \$600.00 scholarship for their freshman year start in fall 2019.

President Cunningham reported that the new and shared ERP system is working well.

President Cunningham reported that the Fine Arts Building is undergoing renovations.

President Cunningham reported that fall commencement will be taking place on December 9, 2018 at 3:30 p.m. with Regent Jane McDermott as the keynote speaker.

E. SOUTHEASTERN OKLAHOMA STATE UNIVERSITY

(See attachment H, Pages 95-100)

Regent Ford made the motion, seconded by Regent Carpenter, to approve the President's Recommendations for Southeastern Oklahoma State University as presented by President Sean Burrage.

<u>Voting for the motion:</u> Regents Carpenter, Parker, Reilly, McDermott, Ford, and Stansberry

Voting against the motion: none

President Burrage reported that SE's homecoming was a success despite the rainy weather. The joint parade with Durant High School went very well. Although the weather for Friday's golfing tournament was inclement, and 94 stalwarts played for six hours in the rain.

President Burrage reported that SE is beginning their strategic planning process.

President Burrage reported that Cherrie Wilmoth has been selected to represent the Great American Conference on the NCAA Division II Management Council. She is also chair of the Legislation Committee, whose primary charge is to determine interpretations of all Division II-specific legislation and incorporate new legislation and interpretations in the NCAA Manual. She currently serves as SE's Associate Ahtletics Director, Compliance and Internal Operations.

President Burrage reported that faculty longevity step increases that were not provided during the past three fiscal years will be given at an estimated cost of \$244,000. Also, a holiday stipend up to 3% of employee's annual base pay with a minimum of \$500 at an estimated cost: up to \$627,500 will also be provided. The total cost is estimated up to \$871,500 to be funded with budget savings and increase in tuition and fee revenue. No budget revision is needed at this time.

President Burrage also noted his request to name SE's baseball field "Mike Metheny Field". He is the winningest coach in NCAA Division II history. Coach Metheny was associated with Southeastern for 40 years as a student-athlete, assistant coach and head coach. Coach Metheny retired following the 2017 season, posting a record of 1,324-679-3. He is the NCAA Division II all-time leader in victories.

F. EAST CENTRAL UNIVERSITY

(See attachment I, pages 101-134)

Regent Reilly made the motion, seconded by Regent Carpenter, to approve the President's Recommendations for East Central University as presented by Jessica Kilby.

Regent Ford expressed concern about the length of The Learning House contract and the possibility of proposed online programs not being approved. Jessica Kilby and Dr. Carol Linder responded regarding the length of the agreement as well as the need for additional online program approval.

Dr. Carol Linder and Jessica Kilby provided more information to the board regarding The Learning House contract. The demand is growing for non-traditional students and students are requesting more online programs to meet their education needs.

<u>Voting for the motion:</u> Regents Carpenter, Parker, Reilly, McDermott, Ford, and Stansberry

Voting against the motion: none

VII. PRESIDENTS' COUNCIL REPORT

President Beutler reported that all of the presidents will be attending the NCAA Annual Convention at the beginning of 2019. Among the topics being dicussed will be student athlete safety (concussion protocols) as well as life balance for student athletes.

President Beutler reported that the Higher Learning Commission Annual Conference in April 5-19 2019 in Chicago is a good opportunity for hands on learning about the accreditation process for Regents.

President Beutler reported that the State Regents will be releasing their budget ask of the legislature for the coming year.

VIII. EXECUTIVE DIRECTOR'S REPORT - Sheridan McCaffree

1. Quarterly Reports.

Ms. McCaffree reported that the 1st quarter FY 2019 FTE, Leave, and Travel reports have been distributed for review.

2. RUSO Newsletter Analytics Report.

Ms. McCaffree reported on the analytics from the recently-sent RUSO newsletter as well social media engagement.

IX. REGENTS' COMMENTS AND ANNOUNCEMENTS

None to report.

X. 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 Southwestern Oklahoma State University.
 - 2. Discussion of the compensation of the Presidents of East Central University, Northeastern State University, Northwestern Oklahoma State University, Southeastern Oklahoma State University, and the University of Central Oklahoma.
 - 3. Discussion of the employment of the University of Central Oklahoma President.

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 Reilly made the motion, seconded by Regent Carpenter, to move into executive session.

<u>Voting for the motion:</u> Regents Carpenter, Parker, Reilly, McDermott, Ford, and Stansberry

Voting against the motion: none

The Board convened in Executive Session at 1:45 p.m.

Regent Parker left the meeting at 2:45 p.m.

The Board reconvened in public session at 2:56 p.m

XI. RECONVENE IN PUBLIC SESSION

A. Consideration and possible action to implement matters discussed in Executive Session regarding the compensation of the Presidents of East Central University, Northeastern State University, Northwestern Oklahoma State University, Southeastern Oklahoma State University, and the University of Central Oklahoma.

Regent Ford made the motion, seconded by Regent Carpenter, to authorize 2% salary increases to each president effective November 1. 2018 and to conduct further analysis of presidents' compensation.

<u>Voting for the motion:</u> Regents Carpenter, Reilly, Ford, and Stansberry

Voting against the motion: none

B. Consideration and possible action to implement matters discussed in Executive Session regarding the evaluation of the President of Southwestern Oklahoma State University.

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

<u>Voting for the motion:</u> Regents Carpenter, Reilly, Ford, and Stansberry

Voting against the motion: none

XII. ADJOURNMENT

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

<u>Voting for the motion:</u> Regents Carpenter, Parker, Reilly, McDermott, Ford, and Stansberry

Voting against the motion: none

The meeting adjourned at 2:56 p.m.

ATTACHMENTS TO MINUTES

November 2, 2018

Attachment

A.	Educational Excellence Committee43-56
	* 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.
B.	Facilities Stewardship Committee57-66
C.	Audit and Finance Committee67-72
Đ.	University of Central Oklahoma73-78
E.	Southwestern Oklahoma State University79-82
F.	Northeastern State University83-86
G.	Northwestern Oklahoma State University87-94
Н.	Southeastern Oklahoma State University95-100
I .	East Central University101-134

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TO:

Board of Regents of the

Regional University System of Oklahoma

Mark Stansberry, Chair

FROM:

Randy L. Beutler, President

DATE:

October 22, 2018

SUBJECT:

Educational Excellence Committee Agenda Items - November 2, 2018

Please place Southwestern Oklahoma State University on the Educational Excellence Committee agenda for the November 2, 2018, Board of Regents of the Regional University System of Oklahoma meeting regarding the following items:

- Program Modification requests for the following programs:
 - 1. B.S. Health Care Administration, College of Professional and Graduate Studies (005)
 - 2. B.A. in Education, Art Education, College of Professional and Graduate Studies (008)
 - 3. B.S. Biological Science, College of Arts and Sciences (009)
 - 4. B.A. Business Administration, College of Professional and Graduate Studies (011)
 - 5. B.A. Chemistry, College of Arts and Sciences (013)
 - 6. B.S. Chemistry, College of Arts and Sciences (014)
 - 7. B.S. in Education, Elementary Education, College of Professional and Graduate Studies (017)
 - 8. B.A. in Education, English Education, College of Professional and Graduate Studies (019)
 - 9. B.S. in Education, Health and Physical Education, College of Professional and Graduate Studies (023)
 - 10. B.S. in Education, Mathematics Education, College of Professional and Graduate Studies (032)
 - 11. B.S. Health Information Management, College of Professional and Graduate Studies (033)
 - 12. B.S. Microbiology, College of Arts and Sciences (034)
 - 13. Bachelor of Music, College of Arts and Sciences (037)
 - 14. Bachelor of Music Education, College of Professional and Graduate Studies (038)
 - 15. B.S. in Education, Natural Science Education, College of Professional and Graduate Studies (039)
 - 16. B.S. in Education, Special Education, College of Professional and Graduate Studies (053)
 - 17. B.S. in Nursing, College of Professional and Graduate Studies (087)
 - 18. B.S. Computer Science, College of Professional and Graduate Studies (088)

- 19. B.S. Engineering Technology, College of Professional and Graduate Studies (128)
- 20. B.A. in Education, History Education, College of Professional and Graduate Studies (132)
- 21. B.S. Health Sciences, College of Professional and Graduate Studies (137)
- 22. Bachelor of Applied Science, Health Science, College of Professional and Graduate Studies (166)
- 23. B.S. Public Health, College of Professional and Graduate Studies (167)
- 24. All Degrees, Colleges of Pharmacy, Arts and Sciences, and Professional and Graduate Studies.

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

Attachments



NORTHEASTERN STATE UNIVERSITY

OFFICE of the PRESIDENT

DATE:

. October 17, 2018

TO:

Regent Amy Ford, Chair

Educational Excellence Committee

Regional University System of Oklahoma

FROM:

Steve Turner, President

SUBJECT:

Educational Excellence Committee Agenda Items

The following substantive program change is submitted as an information item to the Educational Excellence Committee:

Substantive Changes

Geography, B.A. (036): NSU requests a program name change and program requirement change to accommodate updates in curriculum. Faculty propose changing the name of the program to Geography and Sustainability Studies. In addition, they propose to reduce the hours required in the Physical Geography category from six (6) to three (3) required hours and to increase the hours required in the Geography Electives category from 15 to 18 to balance that change. Two new courses, GEOG 4743 Climate Change and GEOG 4623 Sustainability and Resiliency will be added as guided electives. Faculty propose eight title changes of existing courses along with description updates to modernize the curriculum. The total credit hours for the degree will remain 124.

Health and Physical Education B.S. Ed. (041): Faculty propose removing a non-credit graduation requirement for a capstone experience. Currently the department requires both Health and Human Performance majors and Health and Physical Education majors to complete a non-credit capstone experience at professional development site. Because Health and Physical Education majors already complete two pre-internship experiences in schools and a full semester clinical teaching experience at two different school sites, the capstone requirement is redundant and an impediment for students to graduate in a timely manner. The total credit hours for the degree will remain 124.

Existing Program - Tulsa Metro Area

Health and Human Performance, B.S. (040). NSU seeks approval to offer its existing degree, Health and Human Performance at its Broken Arrow campus. Offering the program at Broken Arrow provides a venue and opportunity for Tulsa Community College (TCC) graduates in Health, Human Performance, and Physical Education to continue their education and complete a baccalaureate degree. The proposal details a recently signed an articulation agreement with TCC for transfer of students to NSU's Health and Human Performance, B.S. degree — Clinical/Wellness option, building on established articulation relationships between our two institutions. The Letter of Intent (LOI) for this program was forwarded to OSRHE on February 23, 2018 and distributed by the Chancellor on March 8.

Thank you for your consideration of these proposals. If you have any questions, please contact me or Dr. Landry.

Enclosures

cc:

Dr. Debbie Landry, Provost and Vice President for Academic Affairs

Dr. Pamela Fly, Associate Vice President for Academic Affairs



NORTHEASTERN STATE UNIVERSITY

OFFICE of the PRESIDENT

October 23, 2018

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

Dear Executive Director McCaffree:

Northeastern State University will submit to the Oklahoma State Regents for Higher Education (OSRHE) a *Letter of Intent* requesting approval for electronic delivery of three existing programs. In accordance with Regional University System of Oklahoma (RUSO) practices, I am providing this information for you to share with the other RUSO institutions.

Master of Education in Early Childhood. Availability of the complete program through electronic delivery would better serve working adults and their employers.

Bachelor of Science in Speech Language Pathology. Electronic delivery would facilitate opportunities for students as well as provide more efficient use of faculty resources.

Master of Science in Speech Language Pathology. The SLP program is in high demand and having the flexibility to offer the program online will allow NSU to better serve students from surrounding, rural communities.

NSU is approved by OSRHE and the Higher Learning Commission (HLC) to deliver online programs. A completed proposal for each program will follow according to OSRHE established time frames.

We appreciate RUSO's consideration and support. If you have any questions, please feel free to contact me at your earliest convenience.

Sincerely,

Steve Turner, Ph.D.

President

cc: Dr. Debbie Landry, Interim Provost and Vice President for Academic Affairs

Dr. Pamela Fly, Associate Vice President for Academic Affairs

Dr. Vanessa Anton, Dean, College of Education

Dr. Pamela Hathorn, Dean, Gregg Wadley College of Science and Health Professions



NORTHEASTERN STATE UNIVERSITY

OFFICE of the PRESIDENT

October 23, 2018

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

Dear Executive Director McCaffree:

Northeastern State University will submit to the Oklahoma State Regents for Higher Education (OSRHE) a Letter of Intent requesting approval to offer a STEM Education Certificate embedded in the Master of Education in Science Education program. In accordance with Regional University System of Oklahoma (RUSO) practices, I am providing this information for you to share with the other RUSO institutions.

The primary goal of the STEM Education Certificate is to broaden and deepen educators' understanding of STEM content and strategies for successful STEM integration in both formal and informal educational settings. NSU will request approval for electronic delivery as well as traditional delivery at its Tahlequah and Broken Arrow campuses.

A completed proposal for each program will follow according to OSRHE established time frames. We appreciate RUSO's consideration and support. If you have any questions, please feel free to contact me at your earliest convenience.

Sincerely,

Steve Turner, Ph.D.

President

cc: Dr. Debbie Landry, Interim Provost and Vice President for Academic Affairs

Dr. Pamela Fly, Associate Vice President for Academic Affairs

Dr. Pamela Hathorn, Dean, Gregg Wadley College of Science and Health Professions

709 Oklahoma Boulevard • Alva, Oklahoma 73717-2799 • Phone: (580) 327-8400 • Email: ¡lcunningham@nwosu,edu

OFFICE OF THE PRESIDENT

Date:

October 17, 2018

To:

Regional University System of Oklahoma

Educational Excellence Committee

Amy Ford, Chair

From:

Dr. Janet Cunningham, President

Re:

Educational Excellence Agenda Item - November 2, 2018

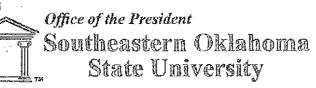
Please place Northwestern Oklahoma State University on the Educational Excellence Committee Agenda for the November 2, 2018, meeting of the Regional University System of Oklahoma Board of Regents. We request approval of the following item:

Program Modification, Other Program Requirement Change – Adult Education Management & Administration – MED (082)

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

JC:md

Attachment (1)



October 16, 2018

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 deletion and modifications:

Bachelor of Science in Science Education (043) - program deletion

Bachelor of Science in Fisheries and Wildlife (011) - **Informational item** Change all the course prefixes from CONS to FWS within the program and in course inventory.

Bachelor of Science in Health and Physical Education (021) — Replace KIN 4353 with KIN 4373. No change in total hours.

Bachelor of Science in Recreation (041) – Change the name to Recreation Sport Management. Replace KIN 4363 with KIN 4373. No change in total hours.

Sincerely.

Sean Burrage

President



Attachment A OFFICE OF THE PRESIDENT Page 9 of 13 Danley Hall, Suite 208

1100 E. 14th Street, PMB C. • Ada, OK 74820-6999 (580) 559-5213 office • www.ecok.edu

TO:

Regional University System of Oklahoma

Educational Excellence Committee

Amy Ford, Chair

FROM:

Katricia G. Pierson, President

DATE:

October 16, 2018

SUBJECT:

Educational Excellence Committee Agenda Items

Please place East Central University on the Educational Excellence Committee agenda for the November 2, 2018, meeting of the Regional University System of Oklahoma Board of Regents for the following items:

Bachelor of Fine Arts (002)

Program modification, with no change in total hours for the degree

Minor in Arts Therapy Preparation (020)

New Minor

Bachelor of Arts in Human Services Counseling (026)

Program modification, with no change in total hours for the degree

Minor in Music (330E)

Minor modification, with change in minimum total hours

Documents for these requests are attached. If you need additional information, please do not he sitate to contact me.

Attachments



Office of the President
1100 E. 14th Street, PMB P · 8 · Ada, OK 74820 · 6999
(580) 559 · 5213 office · www.ecok.edu

October 16, 2018

Regent Amy Ford Chair – Educational Excellence Committee Regional University System of Oklahoma Suite 320 3555 NW 58th St Oklahoma City, OK 73112

Dear Regent Ford:

East Central University intends to submit a request to the Oklahoma State Regents for Higher Education to add five programs to the university's inventory of online degree programs. The Letter of Intent was submitted to Chancellor Glen Johnson in accordance with OSRHE policy (Approval of Subsequent Online Programs 3.16.11) on September 18, 2018. Notification of intent was sent to RUSO Executive Director Sheridan McCaffree on the same date.

The five requests are:

Bachelor of Arts in Human Services Counseling – 026 (traditional and electronic delivery)
Bachelor of Science in Nursing – 034 (traditional and electronic delivery)
Bachelor of Social Work - 050 (traditional and electronic delivery)
Bachelor of General Studies – 056 (traditional and electronic delivery)
Master of Management in Management – 102 (traditional and electronic delivery)

Detailed information regarding each request is attached.

Sincerely,

Katricia G. Pierson, Ph.D.

President



OFFICE OF THE PRESIDENT Attachment A

Danley Hall, Suite 204 Page 11 of 13

1100 E. 14th Street, PMB P · 8 • Ada, OK 74820 · 6999

(580) 559 · 5213 office • (580) 332 · 1623 fax • www.ecok.edu

24 October 2018

Regent Amy Ford Chair, Educational Excellence Committee Regional University System of Oklahoma 3555 NW 58th Street, Suite 320 Oklahoma City, OK 73112

Dear Regent Ford:

In accordance with Oklahoma State Regents for Higher Education (OSRHE) policy on Academic Review, East Central University reviews each of its degree programs on a five-year cycle. Please find attached two memos to the Educational Excellence Committee that list the completed program reviews for academic degree programs at East Central University, as well as programs that are externally accredited. In accordance with Oklahoma State Regents for Higher Education (OSRHE) policy on Academic Review, East Central University accepts review by an external accrediting body, which results in program approval for accreditation by that external entity, in place of an in internal program review.

We intend to submit a request to the Regional University System of Oklahoma to add as an approval item on the Educational Excellence Committee agenda for the November 2, 2018 board meeting.

The request is for:

Completed Program Reviews from 2016-2018. Externally Accredited Programs from 2016-2018.

Additional information and details regarding the status of these programs is available upon request. The degree programs exceed the minimum productivity standards and were deemed appropriate by the committees reviewing the programs. If you have any questions, please contact me or Dr. Carol Linder.

Sincerely,

Katricia G. Pierson

President

Enclosures

Minutes for November 2, 2018



OFFICE OF ACADEMIC AFFAIRS

Danley Hall, Suite 208
1100 E. 14th Street, PMB C - 8 • Ada, OK 74820 - 6999
580 - 559 - 5204 office • 580 - 559 - 5788 fax • www.ecok.edu

MEMO

Date: 24 October 2018

To: Educational Excellence Committee

From: Dr. Carol C. Linder

Reference: Program Reviews from 2016 - 2018

The following programs have been reviewed by a faculty committee in accordance with Oklahoma State Regents for Higher Education policy 3.7 "Academic Program Review." All programs meet the minimum productivity standards for the bachelor's and master's degree.

Bachelor of Arts in Political Science (018) - recommendation to maintain - next review 2022

Bachelor of General Studies (056) – recommendation to maintain – next review 2022

Bachelor of Science in Accounting (001) - recommendation to maintain - next review 2022

Certificate in Managerial Accounting (509) - recommendation to maintain - next review 2022

Certificate in Treasury Management (508) – recommendation to maintain – next review 2022

Bachelor of Science in Biology (004) - recommendation to maintain - next review 2022

Bachelor of Science in Mathematics (029) - recommendation to maintain - next review 2022

Bachelor of Science in Psychology (037) – recommendation to maintain – next review 2022

Bachelor of Science in Sociology (041) - recommendation to maintain - next review 2022

Master of Science in Psychological Services (086) - recommendation to maintain - next review 2022

Graduate Certificate in Psychological Services, School Psychologist (100) – recommendation to maintain – next review 2022

Graduate Certificate in Psychological Services, School Psychometrist (101) – recommendation to maintain – next review 2022

Bachelor of Arts in Criminal Justice (052) - recommendation to maintain - next review 2023

Bachelor of Arts in Native American Studies (059) - recommendation to maintain - next review 2023

Bachelor of Fine Arts in Art (002) - recommendation to maintain - next review 2023

Bachelor of Science in Family and Consumer Science (024) - recommendation to maintain - next review 2023

Bachelor of Science in Kinesiology (020) - recommendation to maintain - next review 2023



OFFICE OF ACADEMIC AFFAIRS

Danley Hall, Suite 208 Attachment A 1100 E. 14th Street, PMB C-8 • Ada, CRag 4826 46999 580 - 559 - 5204 office • 580 - 559 - 5788 fax • www.ecok.edu

MEMO

Date: 24 October 2018

To: Educational Excellence Committee

From: Dr. Carol C. Linder

Reference: Externally Accredited Programs 2018

The following programs have been reviewed by an external accrediting body and the accreditation review has been accepted in place of an on-campus program review by East Central University, in accordance with Oklahoma State Regents for Higher Education policy 3.7 "Academic Program Review." All programs meet the minimum productivity standards for the bachelor's and master's degree.

Accreditation Commission for Education in Nursing

Bachelor of Science in Nursing (034) - recommendation to maintain - next review 2022

Accreditation Council of Business Schools and Programs

Bachelor of Science in Accounting (001) - recommendation to maintain - next review 2024

Bachelor of Science in Business Administration (007) - recommendation to maintain - next review 2024

Certificate in Banking and Finance (500) - recommendation to maintain - next review 2024

Certificate in Entrepreneurship (501) - recommendation to maintain - next review 2024

Certificate in Human Resources Management (502) - recommendation to maintain - next review 2024

Certificate in Management Information Systems (503) - recommendation to maintain - next review 2024

Certificate in Project Management (504) - recommendation to maintain - next review 2024

Certificate in Global Business (505) - recommendation to maintain - next review 2024

Certificate in Promotions Management (506) - recommendation to maintain - next review 2024

Certificate in Personal Financial Planning (510) – recommendation to maintain – next review 2024

Master of Science in Accounting (097) - recommendation to maintain - next review 2024

Council for the Accreditation of Educator Preparation

Bachelor of Science in Elementary Education (013) – recommendation to maintain – next review 2019
Bachelor of Science in Special Education Mild/Moderate (044) – recommendation to maintain – next review 2019
Bachelor of Science in Early Childhood (054) – recommendation to maintain – next review 2019
Master of Education in Educational Leadership (098) – recommendation to maintain – next review 2019
Graduate Certificate in School Superintendent (0875) – recommendation to maintain – next review 2019

National Environmental Health Science and Protection Accreditation Council

Bachelor of Science in Environmental Health Science (016) - recommendation to maintain- next review 2020



NORTHEASTERN STATE UNIVERSITY

OFFICE of the PRESIDENT

DATE:

October 17, 2018

TO:

Connie Reilly, Facilities Stewardship Committee Chair

Regional University System of Oklahoma

FROM:

Dr. Steve Turne

President

SUBJECT: Facilities Stewardship Committee Agenda Items-November 2018

- 1) Change Orders:
 - a) Wilson Hall:
- 2) Informational:
 - a) Project #485-0073 Muskogee Mike Synar Building Carpet Replacement
 - <u>Project Description</u>: Replace carpet throughout building
 - Requested Funding Approval: \$28,000
 - Budget Breakdown: Renovation/Repairs
 - Congruent with Facility Master Plans or Strategic Plans: Yes
 - Revenue Source(s): Foundation Funds \$25,000, Auxiliary Funds \$3,000



Date:

November 2, 2018

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

November 2018 Facilities Stewardship Committee

1. Request Approval for Projects:

a. On Call Professional Design Consultants

Request approval of the firms selected to provide professional design services for the University of Central Oklahoma. These services shall be based upon hourly rates that shall be jointly established. Each agreement will be for one year with options to renew each agreement up to four additional years for a total of five years. Consultants will perform work on an as needed basis and will not generate fee costs without prior written authorization. An information item will be presented at annual renewals of these agreements noting firms that have had their agreements extended during this five year period.

The University of Central Oklahoma has identified consultants within their professional design consultant category to include architectural, mechanical, electrical, plumbing, civil, structural, soils and materials testing and professional land survey for approval. Refer to the Selection of On Call Consultants attachment.

2. Information Items:

a. Project #120-1090 New Dining Center

<u>Project Description</u>: A Guaranteed Maximum Price agreement for Construction Management at Risk Services for the New Dining Center project has been executed between UCO and its Construction Manager at Risk, Lingo Construction Services Inc., in the total amount of \$15,368,858. RUSO approved the CMR Agreement on January 27, 2017, and a total project budget of \$19,000,000 on November 4, 2016. Master Property Lease Revenue Bond Funds, Auxiliary Funds, and Section 13 Funds.

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

<u>Project Description:</u> Change Order # 24 in the amount of \$24,623 was issued to Lippert Brothers, Inc. for various modifications to include boulder retaining wall, roof ballast, and revisions to lab gas manifold power.

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

<u>Project Description:</u> Change Order # 25 in the amount of \$24,413 was issued to Lippert Brothers, Inc., for exterior sign letters, exterior emergency phone, and conference room A/V modifications.

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

<u>Project Description:</u> Change Order # 26 in the amount of \$24,941 was issued to Lippert Brothers, Inc., for modifications to the corridor outside of the fire pump room to be in compliance with required fire ratings.

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

<u>Project Description:</u> Change Order # 27 in the amount of \$23,571 was issued to Lippert Brothers, Inc., for additional fire alarm annunciator, oxygen deficiency monitors, exterior lighting, and modifications to data center wiring pathways.

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

<u>Project Description:</u> Change Order # 10 to JE Dunn, Inc., for Sports Performance Center Phase 1 as approved by the Board on September 21, 2018, has been reduced from \$112,205 to \$110,868 to reflect savings of \$1,337.

g. Project # 120-0008 Liberal Arts Renovation and Addition

<u>Project Description:</u> Change Order # 2 in the amount of \$20,987 was issued to Lippert Brothers, Inc., for modifications to data cable trays and conduits and a revision to the wood flooring.

Attachments:

Campus Map

Selection of On Call Consultants

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

Change Order Form Sports Complex Improvements

(SPC Phase 1 - Sports Performance Center)

Change Order Form Liberal Arts Renovation & Addition

100 NORTH UNIVERSITY DRIVE EDMOND, OK 73034 405.974.2000 uco.edu

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

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

Project # 120-0094 New Math Science/Lab Building (STEM) 2. d. 48

Project # 120-0094 New Math

Science/Lab Building (STEM) 2. e.



- 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

Center for Outdoor Adventure Recreation

METRO CAMPUS LOCATIONS

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

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

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



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

Customized Education

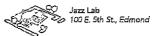
Downtown Oklahoma City

The Catbird Seat

One Santa Fe Plaza,



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



UNIVERSITY OF

CENTRAL OKLAHOMA CAMPUS MAP



Arcadia Lake - Second 5t. and Midwest Blvd.



for November

Attachment B Page 5 of 9

UNIVERSITY OF CENTRAL OKLAHOMA SELECTION OF ON CALL CONSULTANTS

Page 1 Of 1

Prepared by: Kevin Freeman

2-Nov-18

Projects:

Professional Design Services in Connection with Small Projects

Term:

Initial First Year

Annual Limit:

Not to Exceed \$100,000 Per Professional Design Consultant

Renewals:

Up to Four Additional Years

Architects	Engineers	Site Surveyors
ADG, Inc.	ADG, Inc.	Cowan Group Engineering, LLC
Beck Design	Alvine Engineering, Inc.	Lemke Land Surveying
C.H. Guernsey & Co.	C.H. Guernsey & Co.	MacArthur Associated Consultants
Dewberry Architects, Inc.	Cedar Creek Consulting	Olsson Associates
Elliott + Associates Architects	Cowan Group Engineering, LLC	Poe & Associates, Inc.
Frankfurt-Short-Bruza Associates	Dewberry Engineers Inc.	Professional Engineering Consultants
Freese and Nichols, Inc.	ECS Southwest, LLP	
GSB, Inc.	Frankfurt-Short-Bruza Associates	
Hastings & Chivetta Architects, Inc.	Freese and Nichols, Inc.	
Hornbeek Blatt Architects P.C.	Hastings & Chivetta Architects, Inc.	
JHBR, Inc.	KKT Architects, Inc.	
KKT Archtects, Inc.	Kleinfelder Central, Inc.	
MA+ Architecture, LLC	MacArthur Associated Consultants	
Rees Associates Inc.	Midwest Engineering & Testing Corp.	
Studio Architecture, P.C.	Olsson Associates	
	Phillips & Gomez, Inc.	
	Poe & Associates, Inc.	
	Professional Engineering Consultants	
	Red Rock Consulting, LLC	
	Terracon Consultants, Inc.	
	Wallace Engineering	
	ZFI Engineering Co.	

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

University of Central Oklahoma

New Math Science/Lab Building (STEM) **Building Project:**

Contract Execution Date: 4-Jan-17

University:

Original Board Approval: \$28,000,000.00

Type of Funding: Master Lease Bond Funds, and College of Math and Sciences Academic Funds Contractor:

Original Contract Amount:

RUSO Approval Date:

Final Inspection Date: Final Contract Amount:

Date	Change		Dollar Increase	Total Cumulative	⁹ / _G	Total Cumulative
Approved	Order No.		(Decrease)	Change Orders	70	Project Cost
6/22/2017*	1	Construction Camera	\$9,050.00	\$9,050.00	0.05%	\$16,905,050.0
6/22/2017*	2	Acoustical Deck and Storm Drainage	\$22,381.00	\$31,431.00	0.19%	\$16,927,431.0
6/22/2017*	3	Hydronic Piping & Utility Changes	\$18,133.00	\$49,564.00	0.29%	\$16,945,564.0
6/22/2017	4	Terrazzo, Lightning Protection, Light Fixtures	\$243,750.00	\$293,314.00	1.74%	\$17,189,314.0
9/22/2017*	5	Revisions to Ductwork, Water Purification System, and Storm Drains	\$20,766.00	\$314,080.00	1.86%	\$17,210,080.0
9/22/2017*	6	Modifications to Elevator Shaft, and East & West Canopies, and Door Finishes	\$23,848.00	\$337,928.00	2.00%	\$17,233,928.0
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%	\$17,309,943.0
1/26/2018*	9)	Alt. Neutralization Tank, Lab Casework Mod., Acid Vents, Door Mod., Roof Tile	\$21,806.00	\$435,749.00	2.58%	\$17,331,749.0
1/26/2018*	10	Mods to Roof, Interior Glass, Ceiling tile & Flooring, Add. Window Shades	\$23,058.00	\$458,807.00	2.72%	\$17,354,807.0
1/26/2018*	11	AV Infrastr. Mods to 1st Floor Comp. Teaching and Comp. Research Rooms	\$24,856.00	\$483,663.00	2.86%	\$17,379,663.0
1/26/2018	12	Additional A/V Infrastructure Throughout Building	\$106,760.00	\$590,423.00	3.49%	\$17,486,423.0
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%	\$17,510,862.0
4/13/2018*	14	Mods to Drywall, Framing, Paint, and to Accommodate Lab Equipment	\$23,234.00	\$638,096.00	3.78%	\$17,534,096.0
4/13/2018	15	Add. Domestic Water Booster Pump, Fire Pump, and Plumbing Connections	\$207,175.00	\$845,271.00	5.00%	\$17,741,271.0
4/13/2018	16	Add. 2 Autoclaves, 13 Nursing Simulation Walls, Roof Drains and Ceiling Mod.	\$132,342.00	\$977,613.00	5.79%	\$17,873,613.0
Information Item		*Alternates presented at the bid opening are not subject to the				ي
		change order percentage				Page
- 101%		*** Unit pricing is not subject to the allowable change order percentage				

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

Minus Page 2 of Re

Prepared by: Kevin Freeman

2-Nov-19November 2, 2

University:

University of Central Oklahoma

Building Project:

New Math Science/Lab Building (STEM)

Contract Execution Date:

4-Jan-17

Contractor:

Lippert Bros., Inc.

Original Contract Amount:

\$16,896,000

RUSO Approval Date:

6-Nov-15

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Original Board Approval: Type of Funding:		\$28,000,000.00		Final Inspection Dat	te:	TBD	20
		ding: Master Lease Bond Funds, and College of Math and Sciences Academic Funds			unt:	TBD	· · 🐯
Date	Change		Dollar Increase	Total Cumulative	%	Total Cumu	lative
Approved	Order No.		(Decrease)	Change Orders		Project Cost	
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%	\$17,898,4	101.00
6/21/2018*	18	Mods to Mechanical Room, Elevator Exhaust, Marker Board, & Add. Lighting	\$22,292.00	\$1,024,693.00	6.06%	\$17,920,6	393.00
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%	\$17,945,5	554.00
0/24/2040*	20	Nursing Loodwell Cyberet Dual Ignifetion and Tay Chaters Madification	<i>ድረህ ወደ ላ</i> ነገር	84 074 409 00	6 3666	E47 070 ·	100 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
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, Topsoli/Granite Screening Rev., and Mullion Saver	\$24,839.00	\$1,141,547.00	6.76%	\$18,037,547.00
	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
	25	Plaster CeilingDemolition, & Add. Ceiling Tile, Tollet Tiles & Toilet Accessories	\$24,413.00	\$1,190,583.00	7.05%	\$18,086,583.00
	26	Terrazzo Transitions & Fire Rated Corridor	\$24,941.00	\$1,215,524.00	7.19%	\$18,111,524.00
	27	Life Safety & Wiring Modifications	\$23,571.00	\$1,239,095.00	7.33%	\$18,135,095.00

	**************************************		<u></u>	· · · · · · · · · · · · · · · · · · ·		
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*Information Item		*Alternates presented at the bid opening are not subject to the				PA
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	i	** Unit pricing is not subject to the allowable change order percentage	1		Ī	1 4 4

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

Page 1 Of to S

for November 2, 2018

University:

University of Central Oklahoma

**Building Project:** 

Sports Complex Improvements (SPC Phase 1 - Sports Performance Center)

Contract Execution Date:

1-Jun-17

Original Board Approval:

\$12,000,000.00

Type of Funding:

Master Real Property Lease Revenue Bonds Funds, and Private Gifts

Contractor:

JE Dunn Construction

Original Contract Amount:

\$11,058,066

**RUSO Approval Date:** 

Final Contract Amount:

29-Jan-16

Final Inspection Date:

TBD

TBD

Date	Change		Dollar Increase	Total Cumulative	%	Total Cumulative
Approved	Order No.		(Decrease)	Change Orders	70	Project Cost
1/26/2018	1	Addition of Carpet and Resilient Flooring	\$133,765.00	\$133,765.00	1.21%	\$11,191,831.0
6/21/2018*	2	Addition of Changing Rooms Adjacent to the Hydrotherapy Pool Area	\$24,035.00	\$157,800.00	1.43%	\$11,215,866.0
6/21/2018*	3	Additional Fire Alarm Annunciator Panel, Electrical Wiring and I/T Conduit	\$22,744.00	\$180,544.00	1.63%	\$11,238,610.0
6/21/2018*	4	Modification and Additon of I/T and A/V Infrastructure for the 3rd Floor	\$22,339.00	\$202,883.00	1.83%	\$11,260,949.0
6/21/2018*	5	Exterior Signage, Additional Fire Supression and Tile Upgrade	\$22,606.00	\$225,489.00	2.04%	\$11,283,555.0
6/21/2018	6	Electrical Modifications, A/V and I/T Infrastructure, and Interior Signage	\$127,333.00	\$352,822.00	3.19%	\$11,410,888.0
9/21/2018*	7	Writeable Interior Wall Coverings & Contingency Debit	\$8,982.00	\$361,804.00	3.27%	\$11,419,870.0
9/21/2018*	8	Football Netting, Door Revision, & Peremeter Fence Removal	\$23,771.00	\$385,575.00	3.49%	\$11,443,641.0
9/21/2018*	9	Baseball Lighting Primary Conduit	\$14,278.00	\$399,853.00	3.62%	\$11,457,919.0
9/21/2018	10	Hydrotherapy & Conduit Mods., & Add. Emergency Lighting & A/V Connections	\$112,205.00	\$512,058.00	4.63%	\$11,570,124.0
	10b	Minor Modifications to Change Order 10	(\$1,337.00)	\$510,721.00	4.62%	\$11,568,787.0
· · · · · · · · · · · · · · · · · · ·						
Information Item		*Alternates presented at the bid opening are not subject to the				
		change order percentage				a a Ge
		*** Unit pricing is not subject to the allowable change order percentage				

University:

**Building Project:** 

Type of Funding:

Contract Execution Date:

Original Board Approval:

University of Central Oklahoma

1-Dec-17

\$17,500,000.00

Liberal Arts Renovation and Additon

Master Real Property Lease, and Revenue Bonds Funds

Contractor:

Lippert Bros., Inc.

Original Contract Amount:

\$14,666,371

RUSO Approval Date:

4-Nov-16 TBD

Final Inspection Date:

Final Contract Amount:

TBD

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

Date	Change		Dollar Increase	Total Cumulative	%	Total Cumulative	
Approved	Order No.		(Decrease)	Change Orders	A-1	Project Cost	
6/21/2018	1	Modify 4 Computer Classrooms, Add. Electrical Circuits, & HVAC Modifications	\$41,617.00	\$41,617.00	0.28%	\$14,707,988.00	
	2	Conduit, Cable Tray, and Wood Flooring Revisions	\$20,987.00	\$62,604.00	0.43%	\$14,728,975.00	
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nformation Item		*Alternates presented at the bid opening are not subject to the				\$ \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
	<u> </u>	change order percentage					
	1					<u> </u>	
	L	** Unit pricing is not subject to the allowable change order percentage			<u></u>	<u> </u>	

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# REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA (RUSO) FY2019 Internal Audit Plan

	General description of potential						
Listing of Internal Audit Areas	procedures	ECU	NSU	NWOSU	SE	swosu	uco
Encumbrance & Pre-Audit System (Alternate Claims – required to be audited annually) ,	Select sample of claims processed through the Miscellaneous Claims Encumbrance and Pre-Audit System for testing compliance with the established policies and procedures and applicable State laws and regulations	· ·	<b>V</b>	V	<b>3</b> ∕*	**************************************	<b>~</b>
2. Grants & Contracts (new Uniform Grant Guidance requirements "UG")	Review overall grant policies for UG     Review for updates and efficiencies     Select a sample of grant contracts and review for compliance with new requirements	<b>V</b>	• • •		<b>V</b>	<b>\</b>	Ý
3. Assessment & Billing of Tuition & Fees	Review overall policies and procedures     Review and evaluate internal controls     Select a sample of students and     recalculate the tuition and fees based on     the student's schedule	~	<b>*</b>	-	<b>V</b>	7. 60	***
4. Employment Services and Payroll	Review overall policies and procedures Review internal controls from the hiring process through the payment process Select a sample of employees to test for proper documentation and payment	•	~		*	·	Ý
5. Controlled Substances	Review overall policies and procedures     Review internal controls regarding the safekeeping, monitoring and use of controlled substances	~	<b>√</b>	<b>V</b>	· /	•	✓.
6. Follow-up on Prior Year Audit Findings	Review findings of Prior Year Audits and determine the status of addressing those findings	E pro-	ÇA".		<b>V</b>	••	<b>V</b> **
7. Other Areas of Board and/or Management Interest (e.g., Performance Audits)	Address other areas of interest, as identified by Board and/or University Management						

#### Other Potential Audit Areas

The following is a non-inclusive list of potential areas listed for the purpose of assistance while considering the scope and audit areas for the fiscal year 2019 audit plan and for future audit plans.

Potential Andit Areas	Areas of focus (example of potential scope with audit area)
Academics	<ul> <li>Admissions requirements</li> <li>Scholarship awards and retention</li> <li>Grade reporting</li> <li>Program admissions</li> <li>Degree requirements</li> </ul>
Performance Audits	Compliance report information     Board reports and other presented information     Evaluation of cost neutral operations
Individual Departments or Colleges in the Universities	Practice Plans     Overall Procedures regarding budget and approval processes     Compliance with University policies and procedures     ITV courses (creation, monitoring, etc)
Compliance & Contracts	Controlled Substances Clery Act Contracts with other businesses (excluding Food Service and Bookstore) Police Contracts to work off campus Contracts with State Agencies



#### University of Central Oklahoma

Edmond, Oklahoma November 02, 2018

TO: Board of Regents Regional University System of Oklahoma Landmark Towers 3555 N.W. 58th St., Suite 320 Oklahoma City, OK 73112

FROM: Don Betz, President DATE: November 02, 2018

SUBJECT: Audit & Finance Committee

# I. Approval of Agency Special Account 700 Application

Request approval of new Agency Special Account (700-type fund) application

- UCO has withdrawn its membership from OKHEEI and is now an independently self-funded institution for benefits purposes.
- UCO's current 700-type fund is holding payments and contributions related to OKHEEI's calendar year 2018 claims and the runout associated with those claims through March 2019.
- UCO needs its own 700-type agency special account to collect premiums and contributions for payment to various benefits-related vendors associated with UCO's business separate from OKHEEI.

The Agency Special Account 700 Application is attached.

#### AGENCY SPECIAL ACCOUNT APPLICATION

700 .		120
ASA Number		Agency Number
The University of Control Oblehoms he Fund)" as authorized under the provisions of Titl	reby requests authority to maintain a c 62, O.S. Section 7.2, for the follow	
Benefit programs for individuals, i.e., unemploy	ment compensation, workers compensa	ation, state retirement programs, etc.
Revenues produced by activities or facilities and saics, student union sales, student bookstore sales, ho		i.e., sales of food at retail level, canteen
Giffs, devises, and bequests with the agency as	beneficiary, not otherwise provided by	siatuto
Evidence funds for law enforcement		
Student loan funds, scholarship funds, lees from in excrow, land Commission funds, student organization a separate item of envolument, professional organization custodian.	on funds, including student activity fee	s collected by an education institution as
femporary account for funds arising from new or situations.	amended legislation not otherwise prov	lded for in statute or for other emergency
DESCRIBE: (Name of Agency Special Account	at (700 Eund)): UCO Benefits	
Enter other justification and pertinent information for would include employee and employee premiums related to self-funder house on the lead would include the summer and interest income. Expenditures from the lead would include the auditing and related accusaling costs. Vendors such as BCRS, Zero ( tavanto and expenses are well as relimbursements back to UCO for co	d health and denial benefits. Other revenues would d party edinfelstrater claims payments, administration (non Card, Chard Snyder, Sun Life and recounting firms	ississia premiums from stop isse of the plan, benedia premiuma,
ESTIMATED INCOME TO AGENCY SPECIAL	L ACCOUNT BY MAJOR SOURC	CE CONTRACTOR OF THE CONTRACTO
Description of Source 1. Medical and Dental Premiums	OMES Revenue Account 489199	Estimated Annual Receipts \$ 18,650,000
2, Interest	441101	_{\$} 30,000
3.		\$
4,		<b>\$</b>
5.		*
Funds deposited in the agency special account (700 Frotherwise disbursed as follows;	and) hereby requested would be expend	iel, kansferred, invested, refunded, or
Description of Major Disbursements  1. TPA Medical and Dental claims	OMES Expend, Account C 514360	odeEstimated Annual Amount \$ 16,650,000
2, Benefit Premiums	514370	_{\$} 500,000
3,		\$
4.		\$
5.		\$
SIGNATURE OF AGENCY HEAD		DATE
AGENCY'S CONTROLLING BOARD APPROV	IAL	DATE
SIGNATURE OF CHANCELLOR FOR HIGHE OR VICE-CHANCELLOR OF FINANCE	R EDUCATION	DATE

# Minutes for November 2, 2018

CIMES Form 18A Attachment C Page 5 of 6

For use by Special Agency Account	Board only:		
Account approved conditionally for	60 days - [ ]		•
DIRECTOR OF OMES	4486bm		DATE
Board Action on Request -	Approved,	Disapproved,	Approved Conditionally
Account Numbers Assigned: Board Comments: Attach Additional page if needed			
Director of State Pinance	······································	NOTE:	
State Treasurer		- Namanining (No. 24-4-) - Mananing (No. 24-4-) - Mananing (No. 24-4-) - Mananing (No. 24-4-)	
Director of Legislative Service B	breau	Hilds —— "Pillidameses, As Allidameses, que escablam	<u> </u>
Date			
Under the provisions of Title 62, Special Account (700 Fund) expe			) is(are) hereby authorized to approve Agency
	TIL		FACILITY
Patti Neuhold	<u> </u>		A CONTRACTOR OF THE CONTRACTOR
Person Authorized Type or Prin	t)		9.17.18
Signature of Person Authorized A	bove		DATE
Lisa' Harper			
Person Authorized (Type or Prin	t)		almlix
Signature of Person Authorized A	Lbove	<del></del>	DATE
Don Betz			
Person Authorized (Type or Prin	t)	v vvvvvik.	أسرة الم
The the selling			91118
Signature of Person Authorized A	pove		DATE (
Person Authorized (Type or Prin	t)	as Sansanningen a	,
Signature of Department Head			DATE
Signature of Chairman of Control Attach an additional page if neede			DATE

TO:

Board of Regents of the

Regional University System of Oklahoma

Mark Stansberry, Chair

FROM:

Randy L. Beutler, President

DATE:

October 22, 2018

SUBJECT:

Audit and Finance Committee Agenda Items

- November 2, 2018

Please place Southwestern Oklahoma State University on the Audit and Finance Committee agenda for the November 2, 2018, Board of Regents of the Regional University System of Oklahoma meeting regarding the following items:

Southwestern Oklahoma State University requests permission to amend the FY 2019 budget increases as follows:

Education and General Part 1 Fund 290 by \$1,385,000

Faculty promotion and equity adjustments \$385,000 Academic Service fee carryforward from FY18 \$966,000 Miscellaneous departmental budget adjustments \$34,000

Education and General Part 11 Fund 430 by \$500,000 Expected FY19 expenditures for newly awarded Title III Grant

If I need to provide further information, please let me know.



# University of Central Oklahoma Edmond, Oklahoma November 02, 2018

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. Faculty Appointments

# College of Mathematics and Science/Forensic Science Institute

**Dr. Brandt Cassidy** has been appointed as an **Associate Professor** in the **Forensic Science Institute** and the **Department of Biology**. This is a full-time, tenure-track appointment, effective January 7, 2019.

Dr. Cassidy's degrees are: Ph.D. (1987), Pharmacology, Baylor College of Medicine, Houston, TX; and B.S. (1980), Biology, Iowa State University, Ames, IA.

His professional experiences include: Director of Laboratory Operations (20), DNA Solutions, Oklahoma City, OK; President/CEO/Chief Science Officer (1), Ardmore Biological Analysis, Ardmore, OK; Adjunct Professor (3), Oklahoma State University, Stillwater, OK; Assistant Staff Scientist (5) and Postdoctoral Fellow (3), The Samuel Roberts Noble Foundation, Inc., Ardmore, OK; Postdoctoral Fellow (2), University of California, Davis, CA; and Research Technician (2), Baylor College of Medicine, Houston, TX.

Dr. Cassidy will be paid an annual salary of \$90,000.

# **B.** Temporary Faculty Appointments

The following have been hired as temporary faculty for the Spring 2019 semester:

# Visiting Assistant Professor

# College of Business

Dr. William Cupples Dr. Gerald Ward Management

Finance

Information Systems & Operations

#### C. Retirements with Resolution

**Dr. Tim Bridges**, Professor in the **Department of Information Systems & Operations Management**, will retire his position, effective December 2018. Dr. Bridges has served the University of Central Oklahoma in a full-time capacity since 1999.

**Dr. Ronald Miller**, Professor in the **Department of Engineering & Physics**, will retire his position, effective January 2019. Dr. Miller has served the University of Central Oklahoma in a full-time capacity since 1977.

**Dr. David Noel**, Professor in the **Department of Information Systems & Operations Management**, will retire his position, effective May 2019. Dr. Noel has served the University of Central Oklahoma 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:

## September 2018

UCO Teacher Connection (Year 2), \$3,000 Oklahoma State Regents for Higher Education 9/1/2018 – 6/1/2019

Regenia James, College of Education and Professional Studies

The funding from this grant will provide opportunities for education majors, with special emphasis on first- and second-year students, to engage in activities related to professional practice and to receive support in their journey toward teaching, thereby enhancing retention of students in teacher preparation programs.

Teachers and Leaders Academy IV, \$7,000 Oklahoma State Regents for Higher Education 9/1/2018 – 6/1/2019

Susan Scott, College of Education and Professional Studies

The purpose of this grant has two initiatives. The first component is the recruitment of prospective teachers by allowing 100 or more high school students to attend one of two Prospective Teacher Academies. The second component is the Leaders Academy which is directed at high school students many of whom are the

Attachment D

first member in their family to attend or complete college. The Academy will give students the tools and knowledge needed to plan for college.

# III. Purchases for approval: None

# IV. Informational Items from Purchasing

A.	Patco Electrical Source: Facility Fees	\$119,000.00
В.	True Digital Security, Inc. DBA True Digital Security Source: E&G	
C.	ExLibris Inc. Source: E&G	.\$92,393.10
D.	Office of Management and Enterprise Services Source: E&G	.\$99,330.00
E.	Northwest Lawn Maintenance Inc. Source: E&G	.\$50,000.00

Don Betz President

#### REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA

# RESOLUTION

WHEREAS, DR. TIM BRIDGES, Professor in the Department of Information Systems & Operations Management has served the University of Central Oklahoma with honor and distinction for a period of nineteen years; and

WHEREAS, DR. TIM BRIDGES, will retire on December 18th, 2018; and

WHEREAS, DR. TIM BRIDGES, having served the University of Central Oklahoma for nineteen 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. TIM BRIDGES many years of dedicated service deserve special recognition:

NOW, THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestows upon DR. TIM BRIDGES, the honorary title of "Emeritus Professor of Information Systems & Operations Management" and extends 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. TIM BRIDGES**.

	ADOPTED	by the Regional	University S	ystem of Ok	dahoma this 21	id day of No	vember
2018.							
Mark 5	Stansberry, C	hairman					

Regional University System of Oklahoma

ATTEST:

Connie Reilly, Secretary

## REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA

# RESOLUTION

WHEREAS, DR. RONALD MILLER, Professor in the Department of Engineering & Physics has served the University of Central Oklahoma with honor and distinction for a period of forty-one years; and

WHEREAS, DR. RONALD MILLER, will retire on January 1st, 2019; and

WHEREAS, DR. RONALD MILLER, having served the University of Central Oklahoma for forty-one 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. RONALD MILLER many years of dedicated service deserve special recognition:

NOW, THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestows upon DR. RONALD MILLER, the honorary title of "Emeritus Professor of Engineering & Physics" and extends 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. RONALD MILLER.** 

ADOPTED by the Regional University System of Oklahoma this 2nd day of Noven 2018.							
Mark Stansberry, Chairman Regional University System of Oklahoma							
ATTEST:	-						
Connie Reilly, Secretary							

#### REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA

# RESOLUTION

WHEREAS, DR. DAVID NOEL, Professor in the Department of Information Systems & Operations Management has served the University of Central Oklahoma with honor and distinction for a period of twenty-six years; and

WHEREAS, DR. DAVID NOEL, will retire on May 10, 2019; and

WHEREAS, DR. DAVID NOEL, having served the University of Central Oklahoma for twenty-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. DAVID NOEL many years of dedicated service deserve special recognition:

NOW, THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestows upon DR. DAVID NOEL, the honorary title of "Emeritus Professor Information Systems & Operations Management" and extends 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. DAVID NOEL.** 

ADOPTED by the Regional University System of Oklahoma this 2nd day of November, 2018.

Mark Stansberry, Chai	rman.
Regional University Sy	stem of Oklahoma
ATTEST:	
Connie Reilly, Secreta	V

#### October 22, 2018

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. FACULTY APPOINTMENTS

Dr. *Alyson Dunlavey* has been appointed to a voluntary Assistant Professor position in Pharmacy Practice in the College of Pharmacy at Southwestern Oklahoma State University effective July 26, 2018. Dr. Dunlavey 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. Dunlavey completed a Doctorate of Pharmacy from Shenandoah University.

#### II. GRANTS, CONTRACTS AND COOPERATIVE AGREEMENTS

SWOSU has received confirmation of seven (7) grants for a total amount of \$689,344. Profiles of these awards are presented below.

B. Heart Disease, Stroke, and Diabetes Prevention	\$175,000
The OKLAHOMA STATE DEPARTMENT OF HEALTH has awarded	a grant entitled "Heart
Disease, Stroke, and Diabetes Prevention" in the amount of \$175,0	000. The grant, in part,
supports an outreach program to educate medical professionals	and the public on the
prevention of heart disease, strokes, and diabetes. The primary	function of this award
public service. The principal investigator of the grant is Dr. Aimee	Henderson.

Respectfully submitted,

Randy L. Beutler

President

-82-

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# NORTHEASTERN STATE UNIVERSITY

OFFICE of the PRESIDENT

October 17, 2018

Regional University System of Oklahoma 3555 N.W. 58th Street, Suite 320 Oklahoma City, OK 73112

Dear Board Members:

The recommendations and informational items of Northeastern State University are as follows:

#### I. PERSONNEL

# A. FACULTY APPOINTMENT (NON-TENURE TRACK)

**Dr. Daniel McNeill** has been named Clinical Assistant Professor of Physician Assistant Studies effective September 10, 2018. This is a full-time regular, non-tenure, 12-month appointment at a fiscal year salary rate of \$95,000.

Dr. McNeill holds the following degrees: B.S. in Zoology, North Carolina State University; B.S. in Health Science-Physician Assistant, Wichita State University; and Ph.D. in Anatomy & Cell Biology, East Carolina University.

His professional experience includes: Clinical Professor & Director of Physician Assistant Program, Oklahoma City University – four years; Professor & Director of the OU Physician Associate Program, University of Oklahoma – 19 years; Associate Professor, Dept. of Anatomical Sciences, University of Oklahoma – one year; Assistant Professor, Dept. of Anatomical Sciences, University of Oklahoma – five years.

## **B. SABBATICAL LEAVE**

**Dr. Denis Vovchenko**, Associate Professor of History in the College of Liberal Arts has been approved for sabbatical leave effective December 18, 2018 through August 13, 2019. Dr. Vovchenko has been granted an Academic Fellowship in Russia award from the American Councils for International Education.

# Northeastern State University

#### C. RESIGNATION

**Ms. Mendy Corter**, Clinical Assistant Professor of Physician Assistant Studies has submitted her resignation effective September 27, 2018. She has been employed since August 2018.

## II. INFORMATION ITEMS

The following purchases are presented as information items in accordance with Board policy, over \$50,000 and under \$150,000. (All funding is E & G unless otherwise noted.):

Admissions and Enrollment Software.....\$80,000.00

# III. GRANTS AND CONTACTS

The University has received notification of funding for the following proposals:

NASC – Native American Support Center 2018 – 19 Yr 3 of 5. . . . . . \$342,445.00 A grant from U. S. Department of Education. Funds to create the Native American Support Center in response to the Native American Serving Nontribal Institutions (NASNTI) Program. To increase Native American student's retention and completion of higher education by providing a supportive community with academic advising, persons and academic counseling, tutoring and mentoring. The principal investigator is Ms. Shelly Dreadfulwater.

Janaki Iyer.

# **Northeastern State University**

Educational Talent Search – TQ Yr 3 of 5 2017 - 18 ...... \$256,455.00

A grant from U. S. Department of Education. Funding will assist this program is identifying disadvantaged youths with potential for post-secondary education, encourage them to complete secondary school and undertake post-secondary educational training. They will publicize existing forms of student aid and provide tutorial services. This program is part of TRIO and is on the Tahlequah campus. Project Directors is Ms. Diane Walker.

Educational Talent Search – BA Yr 3 of 5 2017 - 2018. . . . . . . . . . . . . . . \$256,455.00

A grant from U. S. Department of Education. Funding will assist this program is identifying disadvantaged youths with potential for post-secondary education, encourage them to complete secondary school and undertake post-secondary educational training. They will publicize existing forms of student aid and provide tutorial services. This program is part of TRIO and is on the Broken Arrow Campus. Project Directors is Ms. Diane Walker.

A grant from Non-Profit Vote. Funding will allow the Native American Student Center team to make a concerted effort to educate, inform, and increase NSU Native American Student Engagement in election systems. They will do so during the National Native Vote Action Week, which is September 14-28, 2018. Project Directors are Ms. Shelly Dreadfulwater and Mr. Brian Barlow.

TRIO Upward Bound 2018 – 2019 Yr 2 of 5 ........................\$275,154.00

A grant from U. S. Department of Education. Funds will provide services and projects that increase the likelihood that students will complete high school and a program of postsecondary education as well as earn postsecondary credits in high school. This program will increase high school graduation and college-going retention and completion rates for low-income, potentially first-generation students. The Project Director is Ms. Lisa Johnson.

# **Northeastern State University**

# IX. License

A. Northeastern State University (NSU) is requesting a license to participate in the Oklahoma Industrial Hemp Agricultural Pilot Program administered by the Oklahoma Department of Agriculture, Food, and Forestry. The Pilot Program was passed by the Legislature in the last session and is available to institutions of higher education with a plant science curriculum. NSU sees the Pilot Program as an opportunity to increase economic development for eastern Oklahoma and to provide students an avenue for undergraduate research.

Respectfully submitted,

Steve Turner, Ph.D.

President

Attachment G Page 1 of 8

709 Oklahoma Boulevard • Alva, Oklahoma 73717-2799 • Phone: (580) 327-8400 • Email: jlcunningham@nwosu.edu

#### OFFICE OF THE PRESIDENT

October 17, 2018

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. Resignation

# School of Arts and Sciences

**Ken Kelsey,** Instructor of History, has submitted a letter stating his intention to resign effective May 10, 2019. Mr. Kelsey has been employed with the University since August 12, 2014.

## B. Retirement with Resolution

# **School of Arts and Sciences**

**Dr. Francisco Martinez,** Professor of Spanish, has submitted a letter stating his intention to retire effective July 31, 2019. Dr. Martinez has been employed with the University since August 19, 2004. A resolution recognizing his years of service to Northwestern is attached.

# Northwestern Oklahoma State University

#### II. GRANTS AND CONTRACTS

An additional allocation from the U.S. Department of Education to increase the academic and motivational levels of eligible enrollees so that they may complete secondary school and successfully pursue post-secondary education programs. Five high schools in three northwest Oklahoma counties will be serviced. This is the second year of a 5-year grant. Mr. Calleb Mosburg, Dean of Student Affairs and Enrollment Management, is the grant coordinator.

# Upward Bound Math & Science......\$50,457

An additional allocation from the U.S. Department of Education to increase the academic and motivational levels of eligible enrollees with aptitudes in math and/or science so that they may complete secondary school and successfully pursue post-secondary education programs. Five high schools in three northwest Oklahoma counties will be serviced. This is the second year award of the 5-year grant. Mr. Calleb Mosburg, Dean of Student Affairs & Enrollment Management, is the grant coordinator.

TOTAL GRANTS.....\$100,914

# Northwestern Oklahoma State University

#### **INFORMATIONAL ITEMS** III.

## A. Academic Calendar

Attached is the Academic Calendar for 2019-2020 for Northwestern Oklahoma State University. The calendar has been submitted for approval to the Oklahoma State Regents for Higher Education.

Jahet Cunningham, Ed.D.

President

Attachments (2)

# RESOLUTION

Regional University System of Oklahoma

WHEREAS, DR. FRANCISCO MARTINEZ, Professor of Spanish in the Department of English, Foreign Language and Humanities at Northwestern Oklahoma State University, will retire on July 31, 2019; and

WHEREAS, DR. MARTINEZ will be leaving the University after 15 years of service; and

WHEREAS, DR. MARTINEZ has earned the respect and admiration of his colleagues and has established a reputation for outstanding service in the study of foreign languages; and

WHEREAS, DR. MARTINEZ has dedicated his professional life to the service of countless students, many of whom credit their personal and professional success to his guidance and support; and

WHEREAS, under the leadership of DR. MARTINEZ, the University and the Alva community have gained an appreciation for Hispanic and Latino culture through his sponsorship of the Spanish Club, along with other institutional and individual initiatives; and

WHEREAS, DR. MARTINEZ has faithfully fulfilled the responsibilities of his position and served his 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. FRANCISCO MARTINEZ, the honorary title of "Professor Emeritus of Spanish" and extends to him an expression of appreciation and commendation for his 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. MARTINEZ in Alva, Oklahoma.

ADOPTED by the Regional University System of Oklahoma this 2nd day of November 2018.

Mark Stansberry, Chair	
Regional University System of Oklahoma	1
ATTEST:	
Zannia Belliu Constant	
Connie Reilly, Secretary	

#### OKLAHOMA STATE REGENTS FOR HIGHER EDUCATION

#### Return by December 1, 2018

Electronic submission with President's signature is preferred (to sbeauchamp@osrhe.edu).

Institution: Northwestern Oklahoma State University

## ACADEMIC CALENDAR FOR 2019-2020

NOTE: All schedules should include final exams

#### Summer 2019 Session:

Semester (8-week session) (begins and ends) 6/3/2019 through 7/29/2019

1st 4-week session (begins and ends) 6/3/2019 through 6/27/2019

2nd 4 week session (begins and ends) 7/1/2019 through 7/29/2019

Please list dates of all holidays/breaks (no classes) 5/27/2019 through 5/27/2019

7/4/2019 through 7/4/2019

Please add any additional short-term sessions offered at your institution:

(Please note the specific length of the short term session in the shaded boxes)

-week session (begins and ends) Click here to enter begin date, through Click here to enter end date.

-week session (begins and ends) Click here to enter begin date, through Click here to enter end date.

-week session (begins and ends) Click here to enter begin date, through Click here to enter end date.

Summer Commencement date (if applicable) Click here to enter a date.

#### Fall 2019 Semester:

16 week Semester (begins and ends)

1st 8-week session (begins and ends)

2nd 8-week session (begins and ends)

10/14/2019 through 10/11/2019

1st 4-week session (begins and ends)

10/14/2019 through 12/13/2019

Click here to enter begin date, through Click here to enter end date,

2nd 4 week session (begins and ends)

Click here to enter begin date, through Click here to enter end date,

3rd 4-week session (begins and ends)

Click here to enter begin date, through Click here to enter end date,

Click here to enter begin date, through Click here to enter end date.

Click here to enter begin date, through Click here to enter end date.

Please add any additional short-term sessions offered at your institution (if applicable):

(Please note the specific length of the short term session in the shaded boxes)

-week session (begins and ends)

Click here to enter begin date, through Click here to enter end date,

-week session (begins and ends)

Click here to enter begin date, through Click here to enter end date,

-week session (begins and ends)

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-week session (begins and ends)

Click here to enter begin date, through Click here to enter end date,

-week session (begins and ends)

Click here to enter begin date, through Click here to enter end date.

Please list dates of all holidays/breaks (no classes) 9/2/2019 through 9/2/2019

10/17/2019 through 10/18/2019 11/27/2019 through 11/29/2019

Fall Commencement date (if applicable) 12/8/2019

#### Spring 2020 Semester:

1/13/2020 through 5/9/2020

1st 8-week session (begins and ends)

2nd 8-week session (begins and ends)

3/9/2020 through 3/6/2020

1st 4-week session (begins and ends)

Click here to enter begin date, through Click here to enter end date,

2nd 4-week session (begins and ends)

Click here to enter begin date, through Click here to enter end date,

Click here to enter begin date, through Click here to enter end date,

4th 4-week session (begins and ends)

Click here to enter begin date, through Click here to enter end date.

Click here to enter begin date, through Click here to enter end date.

Click here to enter begin date, through Click here to enter end date.

Please add any additional short-term sessions offered at your institution (if applicable):

(Please note the specific length of the short term session in the shaded boxes)

-week session (begins and ends)	Click here to enter begin date, through Click here to enter oud date.
-week session (begins and ends)	Chek here to omer begin date, through Click here to onter end date.
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-week session (begins and ends)	Click here to enter begin date through Click here in enter and date.
-week session (begins and ends)	Click here to enter begin date, through Click here to enter and date.

Please list dates of all holidays/breaks (no classes) 1/20/2020 through 1/20/2020

3/16/2020 through 3/20/2020

Click here to enter begin date, through Click here to enter end date.

***Note: Spring Break should be scheduled for the week that encompasses the third Wednesday in March***

Spring Commencement date (if applicable) 5/9/2020

Click here to enter a date. Click here to enter a date.

Alternative Schedules (please describe any alternative schedules not already indicated above)

Intersession meeting between Spring 2019 and Summer 2019 – May 14, 2019 through May 30, 2019.

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<u>Intersessions</u> (classes that meet between regularly scheduled semesters or that meet between summer session and fall semester, between fall semester and spring semester, or between spring semester and summer session):

Fall 2019 Intersession (between summer 2019 and fall 2019) Spring/Winter 2019-2020 Intersession (between fall 2019 and spring 2020) Summer 2020 Intersession (between spring 2020 and summer 2020)

Intersession begins

Click here to enter a date.

12/16/2019

05/11/2020

Intersession ends

Click here to enter a date.

1/10/2020

5/29/2020

Summer 2019 (if applicable): Final add date 8 week classes	6/6/2019
Final drop date 8 week classes:	6/6/2019
Final add date first 4 week classes:	6/4/2019
Final drop date first 4 week classes:	6/4/2019
Final add date 2nd 4 week classes:	7/2/2019
Final drop date 2nd 4 week classes:	7/2/2019
Fall 2019 (if applicable):	
Final add date 16 week classes:	8/27/2019
Final drop date 16 week classes:	8/30/2019
Final add date 1st 8 week classes:	8/23/2019
Final drop date 1st 8 week classes:	8/23/2019
Final add date 2nd 8 week classes:	10/22/2019
Final drop date 2nd 8 week classes:	10/22/2019
Spring 2020 (if applicable):	
Final add date 16 week classes:	1/22/2020

Signature of President

Final drop date 16 week elasses:

Final add date 1st 8 week classes:

Final drop date 1st 8 week classes:

Final add date 2nd 8 week classes:

Final drop date 2nd 8 week classes:

State Regents' Policy. 3.18

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1/27/2020

1/17/2020

1/17/2020

3/13/2020

3/13/2020

WWW. KAN Date

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

#### SABBATICAL LEAVE

Dr. Robert Stevens, Professor and John Massey Endowed Chair in Business, has requested sabbatical leave for the Spring 2019 term. Dr. Stevens will take the lead in writing a textbook (Strategic Management: Text and Cases) designed for an accelerated delivery format. He will collaborate with two other faculty members in the John Massey School of Business to develop this textbook. Most textbooks written about these topics have been prepared for the more traditional 16-week format and there is a need for books specifically designed for a compressed delivery format. Dr. Stevens and the co-authors have published in the content area of the book and all have taught courses in the MBA program at Southeastern that is delivered in an accelerated format.

Enrollment in the MBA program at Southeastern has grown significantly since being delivered in an accelerated format. This sabbatical will provide Dr. Stevens the time needed to codify the disciplinary content, PowerPoint presentations, test bank, and case studies used in his course. Further, the individual and case studies used are aligned with the Assessment of Learning goals that help fulfill the accreditation requirements of the Association to Advance Collegiate Schools of Business.

Because of the considerable time needed to complete this activity, it is our recommendation that Dr. Stevens' sabbatical leave request for Spring Semester 2019 be approved.

#### II. NOTICE OF GRANT AWARDS

The following grants have been awarded to Southeastern Oklahoma State University:

Louis Stokes – OK Alliance for Minority Participation.....\$36,300.00

This grant was awarded to Southeastern Oklahoma State University from the National Science Foundation via Oklahoma State University in the amount of \$36,300. The effective date of the grant is September 1, 2018. This grant's project director is Dr. Brad Ludrick, Assistant Professor Biological Sciences. The purpose of this grant is to increase the number of under-represented minorities entering the Science, Technology, Engineering, and Math (STEM) fields by providing research opportunities and mentors, scholarships, and summer internships.

Upward Bound Program.....\$21,374.00

This grant was awarded to Southeastern Oklahoma State University from the U.S. Department of Education in the amount of \$21,374. The effective date of the grant is June 1, 2018. This grant's Project Director is Ms. Susy Haworth. This amount will increase the total award to \$524,292 from \$502,918 (4.25% increase). This grant will fund Upward Bound to serve ± 115 students in six counties. The purpose of this grant is to identify and select low-income, first-generation students with an identified academic need, improve their academic skills, retain participants through graduation from secondary programs, assist with postsecondary admission and enrollment, and track and/or assist students through graduation from postsecondary education.

Talent Search Program.....\$441,616.00

This grant was awarded to Southeastern Oklahoma State University from the U.S. Department of Education in the amount of \$441,616. The effective date of the grant is September 1, 2018. This grant's Project Director is Ms. Sabrina Ford. The purpose of this grant is to identify 898 eligible youth in 2018-2019 and assist them in successfully completing secondary school, entering and completing a postsecondary educational program. The Talent Search service area is McCurtain, Choctaw, Bryan, and Marshall Counties in southeastern Oklahoma. The participants are from grades six through twelve who meet federal guidelines. Educational Talent Search was first funded at Southeastern Oklahoma State University in 1978. Five full-time staff members provide seminars, workshops, and individual counseling in areas related to educational and personal achievement. The topics include: Career Exploration, Study Skills, Learning Styles Identification, College Readiness, Test Preparation, College Admissions Information, Financial Aid Application Procedures, Tutorial Assistance, Financial Literacy and Cultural Awareness.

Attachment H
Page 3 of 5
Upward

This grant was awarded to Southeastern Oklahoma State University from the U.S. Department of Education in the amount of \$275,155. The effective date of the grant is September 1, 2018. This grant's Project Director is Ms. Susy Haworth. This grant will fund Texoma Upward Bound to serve 63 high school students in Carter and Love counties in Oklahoma and Grayson county in Texas. The purpose of this grant is to identify and select low-income, first-generation students with an identified academic need, improve their academic skills, retain participants through graduation from secondary programs, assist with postsecondary admission and enrollment, and track and/or assist students through graduation from postsecondary education. Approximately 63 students will attend a summer program of six weeks on the Southeastern campus. During the academic year, Texoma Upward Bound will offer student academic enrichment, ACT preparation, cultural/educational field trips, and college visits, assistance with college admissions, and scholarship assistance. In addition to the full-time staff (Director, Assistant Director, Academic Coordinator, 2 Academic Advisors, Office Assistant, and Student Workers, the summer staff will include 3 Instructors, 1 Residence Hall Supervisor, and 2 Tutor/Mentors.

Strengthening Institutions.....\$449,906.00

This grant was awarded to Southeastern Oklahoma State University from the U.S. Department of Education in the amount of \$449,906. The effective date of the grant is October 1, 2018. This grant's Project Director is Mr. Michael Stout, Help Desk Director. The purpose of this grant is to increase retention and graduation rates through the implementation and upgrades to technology. The five-year grant includes two full-time employees, faculty training for distance education, technology infrastructure updates and distance-learning enhancements. The Project Generating Retention through Advisement and Digital Technology (Project GRAD) will improve and strengthen the academic quality, institutional management, and fiscal stability. The grant is in the fifth year of a five-year performance period.

Upward	Bound	Math-
Science	\$323.747.00	

This grant was awarded to Southeastern Oklahoma State University from the U.S. Department of Education in the amount of \$323,747. The effective date of the grant is November 1, 2018. This grant's Project Director is Ms. Susy Haworth. The purpose of this grant is to provide comprehensive services, designed to increase high school graduation rates, increase competency in challenging subject matters, encourage eligible students to pursue math and science studies and careers, and help gain parental participation in the growth of their children to 71 eligible participants per year who meet Federal guidelines. These participants will be selected from eight surrounding counties in southeastern Oklahoma and Grayson County Texas. During the academic year, we will offer student academic enrichment, ACT preparation, educational field trips, college

visits, assistance, with college admissions, and scholarship assistance. In addition to the full-time staff (Director, Assistant Director, Academic Coordinator, 1 Academic Advisor, Office Assistant, and Student Workers), the summer staff will include 5 instructors, 1 residence hall supervisor, and 4 tutor/mentors.

#### III. INFORMATIONAL

#### A. COMPENSATION CHANGES

Southeastern is requesting approval to provide the following changes to compensation in November for full-time, benefits eligible employees employed as of November 1, 2018.

- Faculty longevity step increases that were not provided during the past three
   fiscal years. Estimated cost: \$244,000.
- Holiday stipend up to 3% of employee's annual base pay with a minimum of \$500. Estimated cost: up to \$627,500.

Total Cost: Estimated up to \$871,500 to be funded with budget savings and increase in tuition and fee revenue. No budget revision is needed at this time.

Source of Funds: Depending on the budget from which employee is paid.

#### B. REQUEST TO NAME BASEBALL FIELD

Southeastern Oklahoma State University is requesting to name its baseball field "Mike Metheny Field" in honor of the winningest coach in NCAA Division II history.

Coach Metheny was associated with Southeastern for 40 years as a student-athlete, assistant coach and head coach.

He guided the Southeastern baseball program through its successful transition from NAIA to NCAA Division II. In just the second season at the D-II level, he led his squad to the NCAA Division II World Series in Montgomery, Ala. On June 3, 2000, Southeastern earned its first National Championship. His title earned him the 2000 National Coach of the Year honor at the American Baseball Coaches Convention.

While a member of the NAIA, Metheny's teams made seven trips to the NAIA World Series and earned three runner-up finishes. His teams claimed 15 conference championships and he earned conference coach of the year honors nine times and regional coach of the year seven times.

Coach Metheny retired following the 2017 season, posting a record of 1,324-679-3. He is the NCAA Division II all-time leader in victories.

We are in the process of placing perimeter fencing around the baseball field which will also include an entry way similar to that of the football and basketball facilities where signage will display the name of the field.

Formal naming would be scheduled for a date this spring during a home game.

Sincerely,

Sean Burrage

President



October 16, 2018

# OFFICE OF THE PRESIDE At a character of the President I is Danley Hall, Suite 204 Page 1 of 33 is 1100 E. 14th Street, PMB P - 8 • Ada, OK 74820 - 6999 (580) 559 - 5213 office • (580) 332 - 1623 fax • www.ecok.edu

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
- II. GRANTS AND CONTRACTS

# GRADUATE REHABILITATION COUNSELOR TRAINING PROGRAM ......\$199,997

East Central University received a grant award in the amount of \$199,997 from the U.S. Department of Education. The project period: October 1, 2018 to September 30, 2019. This program will provide stipends to graduate students who are majoring in the Rehabilitation Counselor Training Program. The Program Director is Dr. Regina Robertson.

REGIONAL MENTAL HEALTH AWARENESS TRAINING GRANT......\$125,000 East Central University received a \$125,000 grant from the US Department of Health and Human Services. The project period: September 30, 2018 to September 29, 2019. The purpose of this program is to (1) train individuals to recognize the signs and symptoms of mental disorders, (2) establish linkages with school-and/or community-based mental health agencies to refer individuals with the signs or symptoms of mental illness to appropriate services; (3) train emergency services personnel, veteran, law enforcement, fire department personnel, and others to identify persons with a mental disorder and employ crisis de-escalation techniques; and (4) educate individuals about resources that are available in the community for individuals with a mental disorder. The Project Director is Ms. Holli Witherington.

OKAMP (Stokes Alliance) \$30,650 East Central University received a \$30,650 grant from the National Science Foundation through Oklahoma State University. The project period: September 1, 2018 to August 31, 2019. This grant will provide stipends and supplies for undergraduate research students and prepare them for grad school in a STEM field. The Project Director is Dr. Karen Williams.

ERT, LLC SOIL TESTING AND ANALYSIS......\$1,500
East Central University received a grant in the amount of \$1,500 from the Environmental Resource Technologies. The project period: October 1, 2018 to September 30, 2019. This award will provide supplies and student wages for soil analysis. The Project Director is Dr. Charlie Biles.

Total Grants and Contracts--\$1,116,227

#### III. PURCHASES

East Central University is requesting approval to enter into an agreement with The Learning House, Inc. (TLH) to provide services to help our current graduate programs in Water Resource Management, Educational Technology, Sports Administration, Library Media, and Educational Leadership, as well as assist ECU in developing additional online programs. In addition to the retention services provided by TLH, the online program growth is expected to be an additional 410 students by December 2022 (four years). The cost for the services is based on sharing of revenue collected from students is 52/48 (52% to ECU and 48% to TLH). Attachment A provides a synopsis of the services including a six year projection of students and revenue.

The following purchases are being made in accordance with Board policy (over \$50,000 and under \$150,000): None to report.

Request approval to make the following purchases which will be made in accordance with Board policy (over \$150,000):

Request to enter into a ten (10) year beverage and snack contract with Ada Coca Cola. Estimated revenue from this contract \$561,550.

Respectfully submitted,

Katricia G. Pierson, Ph.D. President

Enclosure: Attachment A

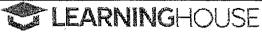
# **East Central University**

Attachment A

# STARTS

# (BY PROGRAM, BY YEAR)

	Program	Start Dave	7020	2024 2	022	2023 7	2024	
1	MS Water Resource Management	Jan-19	7	9	11	12	13	122
2	M Ed Educational Technology	Jan-19	12	14	15	16	17	173
3	M Ed Sports Administration	Jan-19	12	24	15	16	17	18 18
4	M Ed Library Media	Jan-19	14	15	17	18	19	186
5	M Ed Educational Leadership	Jan-19	21	23	25	27	28	29
5	M Ed Special Education	Aug-19	22	26	29 .	32	34	35
7	BS Kinesiology	Aug-19	17	21	24	. 26	27	28
8	BSW	Aug-19	20	25	31	35	38	40
9	BS Human Service Counseling	Aug-19	11	14	15	16	17	17
10	Interdisciplinary Studies	Aug-19	7	9	9	10	10	11
11	RN-BSN	Aug-19	10	11	12	12	13	13
12	Masters of Management	Aug-20	6	13	16	18	20	21
13	MSN-Education	Aug-20	4	9	10	11	11	12
14	BA Psychology	Aug-20	4	10	13	16	18	20
15	BA Criminal Justice	Aug-20	5	13	14	16	16	17
16	MA Biology	Aug-20	3	6	7	7	8 -	8
17	M Ed Curriculum and Instruction	Aug-20	.7.	16	20	22	24	26
18	BS Environmental Health Science	Aug-20	4	9	10	11	11	12
19	BS Accounting	Aug-21	*	6	13	15	16	17
20	BA Business Administration	Aug-21	-	13	31	35	38	40
21	BS Computer Science	Aug-21	-	6	14	18	22	24
22	MSW	Aug-21	<del></del>	15	35	45	54	61
23	FNP	Aug-22		-	15	35	45	54
24	MS Computer Science	Aug-23	-	396.	u.	5	12	15
25	M.Ed	Aug-23	<u>.</u>	94		4	<b></b>	਼ੋਂ 9
26		Jan-00	-	-	-		44	₽₽
27		Jan-00	•	***	₩.			Attaci Page
28		Jan-00	<del>-</del>	-	-	**	<del></del>	o H
29		Jan-00	<del>-</del> .	<b>.</b>	·			Attachment Page 6 of 3
30		Jan-00	_	*	· · ·	_		<u>ہے</u> تی <u> </u>
	Total Starts		286	\$\$ <b>729</b> 5	399	4774	Ger	577



# REVENUE

(BY PROGRAM, BY YEAR)

	Program	ana da	1111111	2020	400	2021	10.500	2022	700	2023	100 C	2027	50 M	20725
.4		State Date	A CONTRACTOR OF THE PARTY OF					The state of the s						100,738
1	MS Water Resource Management	Jan-19	\$	26,292		54,173		70,288		82,547		93,065	\$	53
2	M Ed Educational Technology	Jan-19	\$	50,814	\$	95,343	\$	115,152	\$	124,947	\$	132,278	\$	138,8980
3	M Ed Sports Administration	Jan-19	\$	48,380		94,176	\$	117,783	\$	128,120	\$	135,787	Ş.	142,5778
4	M Ed Library Media	Jan-19	\$	51,220	\$	101,305	\$	127,649	\$	138,792	\$	147,069	\$	154,42
5	M Ed Educational Leadership	Jan-19	\$		\$	159,028	\$	193,094	\$	210,053	\$	222,528	\$	283,759
6	M Ed Special Education	Aug-19	\$	81,811	\$	166,608	\$	214,562	\$	243,278	\$	264,515	\$	280,290
7	BS Kinesiology	Aug-19	\$	76,514	\$	155,498	\$	213,995	\$	245,365	\$	267,919	\$	284,877
8	BSW	Aug-19	\$	87,297	\$	184,460	\$	266,524	\$	321,772	\$	366,301	\$	399,511
9	BS Human Service Counseling	Aug-19	\$.	49,905	\$	102,457	\$	140,303	\$	158,262	\$	168,331		176,974
10	Interdisciplinary Studies	Aug-19	\$	41,189	\$	73,672	\$	•	\$	99,137	\$	104,193	\$	109,402
11	RN-BSN	Aug-19	\$	49,292	\$	92,066	\$	116,678	\$	123,687	S	129,993	\$	135,492
12	Masters of Management	Aug-20	\$	9,870	\$	57,293	\$	104,498	\$	125,025	\$	140,893	\$	152,456
13	MSN - Education	Aug-20	\$	6,580	\$	40,899	\$	74,794	\$	86,091	\$	91,300	\$	95,865
14	BA Psychology	Aug-20	\$	7,148	\$	46,389	\$	94,673	\$	134,522	\$	161,814	\$	184,443
15	BA Criminal Justice	Aug-20	\$	8,564	\$	61,040	\$	116,519	\$-	151,878	\$	155,435	\$	175,830
16	MA Biology	Aug-20	\$	4,916	\$	27,992	\$	50,027	\$	56,654	\$	59, <del>9</del> 80	\$	52,979
17	M Ed Curriculum and Instruction	Aug-20	\$	10,051	\$	67,162	\$	131,163	Ś	153,424	\$	185,114	\$	203,448
18	BS Environmental Health Science	Aug-20	\$	7,369	\$	41,593	\$	78,635	\$	101,850	\$	111,134	\$	118,215
19	BS Accounting	Aug-21	<b>\$</b> . ·	•	\$	11,203	\$	63,352	\$	117,569	\$	149,612	\$	163,028
20	BA Business Administration	Aug-21	\$		\$	23,572	\$	149,859	\$	280,748	\$	359,948	\$	391,910
21	BS Computer Science	Aug-21	\$	-	\$	10,429	\$	64,714	\$	130,274	\$	183,302	\$	220,740
22	MSW	Aug-21	\$	-	\$	43,524	\$	270,471	\$	528,235	\$	683,150	\$	814,157
23	ENP	Aug-22	\$	-	\$	144	\$	59,569	\$	351,741	\$	714,752	\$	996,373
24	MS Computer Science	Aug-23	\$	_	\$	-	\$		\$	8,207	\$	49,294	\$	96,651
25	M Ed	Aug-23	\$	-	\$	*	\$	<b></b> .	\$	5,845	\$	36,193	\$	64,691
26		Jan-00	\$	-	\$	-	\$	44	\$		\$	-	\$	771 🕏
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# SUMMARY

	2020	2021	2022		2023	2024	2025
# of Programs	 18	22	23		25	25	25
Graduate .	10	11	12		14	14	13. A.
Undergraduate	8	11	11		11	11	19
Online Program (ELC) Enrollments							
Starts	186	298	 399		474	 533	 577
Active Earns (net of drops)	178	355	512		650	759	83 <del>9</del>
ELC Enrollments (Total Courses)	816	1,978	3,315		4,478	5,394	6,088
Total Credit Hours	2,448	5,934	9,946		13,433	16,182	18,263
Average Price per Credit Hour	\$ 287	\$ 288	\$ 294	\$	307	\$ 317	\$ 323
Total Tultion Collected - ELC Enrollments	\$ 702,808	\$ 1,709,883	\$ 2,924,998	Ş	4,118,036	\$ 5,123,999	\$ 5,898,722
Payments to TLH			,				
ELC Enrollments (Rev Share)	\$ 337,348	\$ 820,744	\$ 1,403,999	\$	1,976,657	\$ 2,459,519	\$ 2,831,387

Margin to East Central University

Non-ELC Enrollments (License Fee)

Total Payments to TLH

337,348 \$





820,744 \$ 1,403,999 \$ 1,976,657 \$ 2,459,519 \$ 2,831,387

# Master Service Agreement



#### THE LEARNING HOUSE, INC.

#### MASTER SERVICES AGREEMENT

Client Inform	ation:						
Name:	East Central University ("Client")						
Address:	1100 East 14th Street, Ada, OK 74820						
Attention:	Dr. Katricia G. Pierson, President						
Telephone:	(580)559-5213 Fax: (580)559-5788 Email: kpierson@ecok.edu						
TLH Informat	ion:						
Name:	The Learning House, Inc., a Kentucky corporation ("TLH")						
Address:	427 South Fourth Street, Suite 300, Louisville, KY 40202						
Attention:	Todd R. Zipper, President & Chief Executive Officer						
Telephone:	(502)589-9878 Fax; (502)589-9825 Email: tzipper@learninghouse.com						
Summary of N	Lajor Agreement Terms:						
Fee(s):	<ul> <li>48% of published tuition and technology fees actually received by Client, per enrollment for all new students enrolled in fully online (at least 80% of course content is delivered online) or hybrid (30% to 79% of course content is delivered online) programs where TLH provides Bundled Services outlined in Exhibit A.</li> <li>10% of published tuition and technology fees actually received by Client, per enrollment for all current/legacy students enrolled in fully online (at least 80% of course content is delivered online) or hybrid (30% to 79%) programs that fall under this Agreement, and receive Services outlined in Exhibit A, Sections I, II, III, and VII.</li> <li>5% of published tuition and technology fees actually received by Client, per enrollment for all students taking online courses that are not enrolled in fully online or hybrid programs that fall under this Agreement and receive Services outlined in Exhibit A, Sections I, II, and III.</li> </ul>						
Term:	Seven (7) years						
Degree Program(s)	All fully online and hybrid degree programs						

This MASTER SERVICES AGREEMENT (the "<u>Agreement</u>") is made and entered into as of October 17, 2018 (the "<u>Effective Date</u>"), by and between Client and TLH.

WHEREAS, TLH has the expertise, capacity, experience and desire to provide the Bundled Services (as defined below) to Client, and

WHEREAS, Client desires to utilize and engage TLH to provide the Services to Client.

NOW, THEREFORE, in consideration of the premises, the mutual promises, covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

- I. <u>SERVICES; REPORTS</u>. During the Term (as defined below) and subject to the terms and conditions of this Agreement, Client hereby retains TLH to provide to Client the Bundled Services set forth in <u>Exhibit A</u> attached hereto and incorporated herein by reference (collectively, the "<u>Services</u>"), and TLH agrees to provide the Services to Client. TLH will provide Client with periodic summary reports indicating TLH's progress with respect to the provision of the Services and the results therefrom.
- II. CLIENT OBLIGATIONS. In order to facilitate the provision of the Services, Client will perform all obligations set forth in Exhibit B and Exhibit C. Client will implement this Agreement in accordance with all rules and regulations of all of its applicable education regulatory authorities including accrediting agency requirements. In addition, Client agrees to carry out, or cause to be carried out, the processing, disbursing, awarding and administration of all aspects of the financial aid process for its students in compliance with all applicable federal laws and regulations. Client will make financial aid available to students in the same manner and to the same extent as made available to any other students, but Client will be solely responsible for and will retain complete control of all aspects of awarding financial aid (including the federal student financial assistance programs under Title IV of the Higher Education Act of 1965, as amended), including monitoring and managing all aspects of student's award acceptance, loan entrance counseling, and setting of budgets and disbursement schedules. TLH will not be involved in any financial aid matters except as specifically set forth in Exhibit D and Exhibit E.

#### III. FEES.

- A. As consideration for the Services, Client will pay TLH the fees set forth on the first page of the Agreement under "Summary of Major Agreement Terms/Fee(s)" (hereinafter the "Fees") with respect to each student enrolled in the degree program(s) and each such student being a "Fee Student"). Fee Student is defined as any student that is enrolled in the course fifteen (15) days following the first day of the course. Client will identify all such individuals to TLH.
- B. The Fees for Fee Students that enroll in the 48% revenue share programs will be payable to TLH for the duration of each student's enrollment with Client, regardless of the expiration or termination of this Agreement.
- C. TLH will provide Client with a preliminary list of students. Client will reconcile the list, and the Fees will be payable within thirty (30) days of the first day of each course in which a Fee Student is enrolled with Client, and, along with such payment, Client will provide TLH with a written report containing all information used to calculate Fees, including, without limitation, a confirmed list of the Fee Students and the courses (including credit hours) in which they are enrolled with Client.
- D. At TLH's expense, TLH will be entitled to audit Client's records for the purposes of and relating to calculating and verifying the Fees. At TLH's expense, TLH will also have the right to make, at the time of the audit, or any time thereafter upon request, copies of the records. TLH will give written notice to Client at least five (5) days prior to the date the audit is to commence. The audit will be conducted by TLH or its designee during Client's normal business hours, at the place where the records are maintained and in such a manner so as not to unreasonably disrupt Client's business operations.

#### IV. TERM: TERMINATION.

- A. The term of this Agreement will begin on the Effective Date and end after the number of years set forth under Summary of Major Agreement Terms/Term above (the "Term"), unless sooner terminated pursuant to this Section IV. This Agreement may be terminated (a) by either party immediately if the other party fails to cure a material breach of this Agreement by such other party within thirty (30) days of being notified of such breach in writing, (b) by mutual agreement of the parties, or (c) by either party without notice and the opportunity to cure upon the happening of any of the following: [1] the bankruptcy or insolvency of the other party; [2] the assignment of the other party's assets for the benefit of creditors. The parties acknowledge that this Agreement has been entered into after arm's length negotiations. If at any time, it is reasonably determined by a party or it's legal counsel that any provision of this Agreement could be deemed by the U.S. Department of Education or other federal or state agency regulating the activities of or having jurisdiction over a party to violate or be inconsistent with the requirements or provisions of applicable laws, regulations and/or rules, the party may seek to modify such provision of this Agreement in a manner designed to eliminate such risk. Such modification shall be made after notice thereof has been provided by the party to the other party and other party has been given an opportunity to discuss the modification with the party seeking such modification. If the parties cannot agree on such modification, either party shall have the option to terminate this Agreement without any penalties upon written notice to the other party.
- B. This Agreement may be terminated by Client at the conclusion of Year Four (4) of the Agreement, which for purposes of this section is defined as December 31, 2022, if total active earning students at the conclusion of Year Four (4) for all fully online and hybrid programs does not equal 410 or greater. However, shall Client breach any of the Client Responsibilities as outlined in Exhibit B to this Agreement or fail to launch the programs as outlined in Exhibit C to this Agreement, then the termination right referenced in this Subsection B is extinguished immediately upon receipt of written notice of such breach from TLH.
- C. Upon termination of this Agreement under Section IV.A or IV.B above, TLH's Student Retention Services set forth in Exhibit A, Section VIII and Client's duty to provide remuneration as set forth in Section III of this Agreement, shall continue until all Fee Students are no longer enrolled.
- D. Client may provide written notice of termination if Client has determined that sufficient funds have not been appropriated by the necessary government authority to make payment under this contract. Client's determination that sufficient funds have not been appropriated must be made in good faith and Client shall, upon vendor's written request, provide to vendor sufficient documentation supporting such determination.

#### V. ECONTENT OWNERSHIP.

- A. TLH shall have and retain exclusive ownership of all eContent provided by TLH (the "TLH-Owned eContent").
- B. Any materials written by one of Client's faculty members or other designated Client contact shall be owned in accordance with the agreement, if any, between Client and such individual as to the development and ownership of such materials (collectively, "Client-Owned eContent").
- C. Client hereby aeknowledges TLH's exclusive right, title and interest in and to each TLH-Owned eContent and disclaims any interest or right therein. Client agrees not to, at any time, do or cause to be done any act or thing contesting or in any way impairing or attempting to impair

any part of such right, title and interest. Client agrees not to lease, sell or in any way transfer any TLH-Owned eContent to any other natural person or entity without the prior written consent of TLH. Client further agrees not to re-write or in any way modify any TLH-Owned eContent without the prior written consent of TLH.

- D. TLH hereby acknowledges the applicable owner's exclusive right, title and interest in and to each Client-Owned eContent and disclaims any interest or right therein. TLH agrees not to, at any time, do or cause to be done any act or thing contesting or in any way impairing or attempting to impair any part of such right, title and interest. TLH agrees not to lease, sell or in any way transfer any Client-Owned eContent to any other natural person or entity without the prior written consent of Client. TLH further agrees not to re-write or in any way modify any Client-Owned eContent without the prior written consent of Client.
- E. Any materials developed by a third party shall remain the exclusive property of the third party.
- VI. <u>INFRINGEMENT</u>. TLH warrants that the TLH-Owned eContent does not and will not infringe on the intellectual property rights of any natural person or entity. Client warrants that the Client-Owned eContent does not and will not infringe on the intellectual property rights of any natural person or entity. Each party will give the other party timely notice of any known infringement and the party that owns the applicable eContent will have the option to undertake and conduct the defense of any claim, demand, action, suit or proceeding in connection with any such infringement. Without limiting a party's right to indemnification under this Agreement, if an eContent or a part thereof becomes the subject of an infringement claim, the party that owns such eContent, at its option, may (a) modify or replace such eContent to make it non-infringing, or (b) procure the right to permit the continued usage of such eContent.

#### VII. CONFIDENTIALITY.

- A. <u>Definition</u>. For purposes of this Agreement, "<u>Confidential Information</u>" means all technical, business, customer, marketing, financial, and other confidential, proprietary or non-public information relating to the business of a party which is disclosed by such party (the "<u>Disclosing Party</u>") to the other party (the "<u>Receiving Party</u>"). Notwithstanding the foregoing, Confidential Information shall not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by Receiving Party, (b) was available to the Receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party or (c) becomes available to the Receiving Party on a non-confidential basis from a person other than the Disclosing Party who is not otherwise bound by a confidentiality agreement with the Disclosing Party.
- B. Protection. The Receiving Party will not, without the Disclosing Party's prior written consent, disclose any Confidential Information to any natural person or entity. If Receiving Party is required by legal process to disclose any of the Confidential Information, Receiving Party will provide the Disclosing Party with prompt notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. Whether a protective order or other remedy is obtained or the Disclosing Party waives compliance with the provisions of this Agreement, Receiving Party will disclose only that portion of the Confidential Information which Receiving Party is legally required to disclose.
- C. <u>Use</u>. The Receiving Party covenants and agrees to use the Confidential Information solely for purposes of this Agreement and its obligations under this Agreement and will not use the Confidential Information for any other purpose.

## **LEARNING**HOUSE

D. <u>Compliance with FERPA by TLH</u>. TLH warrants and covenants that it will comply with all state and federal laws and regulations including with respect to protection and non-disclosure of legally confidential information including, but not limited to, "personally identifiable information" and "education records" as defined in the Family Educational Rights and Privacy Act of 1974, and "personal information" as defined in O.R.C. 1349.19.

#### VIII. Non-Solicitation.

- A. During the Term and for twelve (12) months thereafter, the parties agree that they will not, directly or indirectly, including through any one or more of the other party's affiliates or otherwise,
  - entice, induce, solicit or attempt to cause any officer or employee of the other party to terminate his or her employment with said party, or hire or employ any such officer or employee; or
  - 2) entice, induce, solicit or encourage any individual or entity that is a Client, supplier, or contractor of the other party, or has another business relation with the other party, to cease doing business with said party, or in any way to interfere with the relationship between such individual or entity.

#### IX. INDEMNIFICATION.

- A. <u>By Client</u>. To the extent permitted by Oklahoma law, Client shall indemnify and hold TLH harmless from any claims, demands, liabilities, actions, suits or proceedings asserted or claimed by any third party (including reasonable attorneys' fees and costs) (collectively, "<u>Liabilities</u>") arising out of or relating to [1] Client's use of the Services and the eContent (excluding, however, Liabilities resulting from TLH's actions or omissions), [2] any claims of intellectual property infringement by the Client-Owned eContent, [3] Client's breach of this Agreement (including any TLH investigation thereof), or, notwithstanding Section XIII, Client's failure to comply with all applicable laws and regulations regarding the processing, awarding or disbursing or administration of student financial aid as required under Section II, including without limitation, those applicable to Title IV of the Higher Education Act.
- B. By TLH. TLH shall indemnify and hold Client harmless from any Liabilities arising out of or relating to [1] any claims of intellectual property infringement by the TLH-Owned eContent, or [2] TLH's breach of this Agreement (including any investigation thereof).
- X. <u>NOTICE</u>. All notices, correspondence and other communications required by this Agreement will be in writing and will be deemed given when received and may be sent by U.S. mail, courier, or fax (in each case with proof of delivery), to the appropriate party at the address for such party set forth under Client Information or TLH Information above, as applicable.
- XI. DISCLAIMER OF WARRANTIES: LIMITATION OF LIABILITY. THE SERVICES ARE PROVIDED TO CLIENT "AS IS". CLIENT EXPRESSLY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES PROVIDED BY TLH. TLH SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT, OR OTHERWISE, FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TLH'S LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES PAID BY THE CLIENT UNDER THIS AGREEMENT.

#### XII. RESTRICTION OF SERVICES.

#### A. Restrictions.

- Client hereby warrants that all content uploaded to Client's LMS site (the "Upload Materials") shall be owned or properly licensed by Client and shall not adversely impact the Services or violate any rights of any third parties. Client is responsible for ensuring that all Upload Materials will function properly and as intended. Client is responsible for all activity originating from Client's website, unless proven to be a victim of outside hacking or address forgery. Client assumes responsibility for all material on Client's LMS site that may be put on by a third party. Use of the Services requires a certain level of knowledge in the use of Internet languages, protocols, and LMS, which can vary depending on Client's anticipated use and desired content of its LMS site, and includes, but is not limited to, the following: web publishing requires knowledge of HTML, properly locating and linking documents, FTP-ing web contents, graphics, text, sound, image mapping, etc. TLH provides a self-paced LMS Administrator training course to ensure that Client has the basic knowledge to create, modify and maintain its LMS. TLH assumes no responsibility to provide Client with additional training beyond what is available in the course.
- 2) In connection with the Services, TLH may provide for Client's use certain tools and software, including, but not limited to, certain specialty scripting software, custom development scripts, and/or certain programming language software for designing websites. To the extent that such tools are provided to Client, Client is granted a nonexclusive, nontransferable license to use the tools for Client's internal use, solely in connection with the Services provided under this Agreement. All custom work remains the property of TLH, including, but not limited to themes, scripts, modules, blocks, etc. (excluding Client-Owned eContent).
- TLH reserves the right to monitor its systems electronically and to access and disclose any information as permitted or required by any law, regulation or other governmental request to operate its systems properly, to protect itself or its Clients for any other reason it in good faith deems necessary. TLH will fully cooperate with law enforcement authorities in investigating suspected lawbreakers and reserves the right to report to law enforcement any suspected illegal activity of which it becomes aware. It is not TLH's intention that the Services or facilities be used in contravention of the Communications Decency Act of 1996 (the "CDA") or any other applicable law.
- Client agrees to comply with the requirements of the CDA and the Digital Millennium Copyright Act (the "DMCA") and acknowledges that TLH is a "service provider" under the DMCA and is, therefore, immune from liability under the DMCA, including 17 U.S.C. § 512. Consistent with the DMCA, TLH will accommodate standard technical measures used to identify and protect copyrighted works, and, as further described herein; TLH has a policy that may ultimately eliminate eContent with copyright infringement.

#### B. <u>Use and Misuse of Services</u>.

1) Client will promptly investigate all complaints of abuse, violation and misuse of the Services, whether described in this Section or otherwise. Client will promptly notify TLH of any such abuse, violation or misuse of the services. If Client is not sure if actions constitute abuse, violation or misuse, Client will consult with TLH first.

- 2) Client is responsible for all use of its website, with or without Client's knowledge or consent.
- 3) Client will use the Services only for lawful purposes, in compliance with all applicable laws. Illegality includes, but is not limited to, drug dealing; attempting without authorization to access a computer system; pirating (distributing copyrighted material in violation of copyright law, specifically MP3s, MPEGs, ROMs, and ROM emulators); gambling; schemes to defraud; trafficking in obscene material; sending a message or having content that is obscene, lewd, lascivious, filthy, or indecent with intent to annoy, abuse, threaten, or harass another person; threatening bodily harm or damage to individuals or groups; violating U.S. export restrictions; stalking; or violating other state or federal law, such as the Electronic Communications Privacy Act, the Computer Fraud and Abuse Act, or the Economic Espionage Act. Linking to illegal material is also prohibited.
- 4) When TLH becomes aware of possible violations of this Agreement, TLH may initiate an investigation that may include gathering information from Client and the complaining party, if any, and examination of material on TLH's servers. TLH, in its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Violations of this Agreement may subject Client to civil or criminal liability.

#### C. <u>Use and Misuse of Materials</u>.

- 1) Materials in the public domain (e.g., programs, text and images) may be uploaded or downloaded using the Services. Client may also re-distribute materials in the public domain. Client assumes all risks regarding the determination of whether the material is in the public domain.
- 2) Client is prohibited from storing, distributing or transmitting any unlawful material through the Services. Examples of unlawful material include, but are not limited to, threats of physical harm, child pomography, and copyrighted, trademarked and other proprietary material used without proper authorization. Pornography and sex-related merchandising, or links to such material, even if legal, are not acceptable uses of TLH's servers. Client may not post, upload or otherwise distribute copyrighted material on TLH's servers without the consent of the copyright holder.
- 3) Unacceptable uses of website content also include the presence of the following programs or the activities associated with them, regardless of whether or not any actual intrusion results in the corruption or loss of data: server broadcast messages or any message sent on an intrusive basis to any directly or indirectly attached network; attempts to circumvent any user authentication or security of host, network, or account; accessing data not intended for user; probing the security of any network; or any other action deemed to be outside the scope of reasonable LMS use. Additional examples of unacceptable activities include posting private information about a person without his or her consent, defaming a person or business, and knowingly making available code that will have a deleterious effect on third-party computers.

#### D. System Security.

1) Client is prohibited from utilizing the Services to compromise the security of system resources or accounts on TLH's servers or at any other site. Use or distribution of tools designed for compromising security or containing viruses or Trojans are

prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

2) If Client is involved in violations of system security, TLH reserves the right to release all usernames of users involved in such violations to system administrators at other sites in order to assist them in resolving security incidents. TLH will also fully cooperate with law enforcement authorities in investigating suspected lawbreakers.

#### E. Additional Guidelines.

1) **Domain Pointing.** Domain pointers are to be used for the purpose of having more than one way to find the same site, not for the purposes of sharing an account among multiple sites. A domain pointer may not be set up to reference a subdirectory within an existing web hosting account served by us or any other provider.

#### 2) Refusal of Service.

- a. TLH reserves the right to refuse, cancel or suspend service at its sole discretion in the event of system threats from Client's campus or related emergency. Any suspension of service will be communicated to Client contact immediately and, if at all possible, prior to the suspension.
- b. All Sub-Networks, distributive hosting sites and dedicated servers TLH operates must adhere to the above policies.
- c. Failure to follow any term or condition of this Agreement will be grounds for course termination.

#### XIII. MISCELLANEOUS.

- A. Relationship of the Parties. Client's relationship with TLH with respect to and for the purposes of this Agreement will be that of an independent contractor. With respect to and for the purposes of this Agreement, Client and TLH are not partners or joint venturers and nothing herein will be construed so as to make them partners or joint venturers or impose any liability as such on either of them.
- B. Governing Law; Jurisdiction; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its choice of law principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the parties in the courts of the State of Oklahoma, and each of the parties consents to the jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

Prior to bringing any such action or proceeding, the parties agree that if they are unable to resolve a dispute or controversy related to this Agreement, they will submit the dispute or controversy to non-binding mediation. The parties will select a mutually agreeable mediator. All discussions with the mediator will be treated as compromise and settlement negotiations. Nothing said or disclosed during the mediation that is not otherwise independently discoverable, will be offered or received as evidence or used for impeachment or any other purpose in any litigation. Each party shall pay its own costs in connection with such mediation, provided, however, that the fee of the mediator will be shared equally by the parties.

C. <u>Entire Agreement</u>. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and replaces and supersedes all prior agreements

or understandings between the parties, including any proposals which may have been submitted by TLH to Client.

- D. <u>Amendments</u>. No amendments or modifications of this Agreement will be made or deemed to have been made unless in writing and executed by each of the parties to this Agreement.
- E. <u>Waiver</u>. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the parties hereto. No waiver by either party hereto of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.
- F. <u>Assignment</u>. This Agreement may be assigned by a party upon providing prior written notice to the other party and upon the written agreement of the assignee to be bound by all of the provisions of this Agreement. This Agreement will be binding on each party's successors and assigns.
- G. <u>Severability</u>. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) will be excluded from this Agreement and the balance of the Agreement will be interpreted as if such provision were so excluded and will be enforceable in accordance with its terms.
- H. <u>Headings: Construction</u>. The headings contained in this Agreement are for convenience only and will not be deemed a part of this Agreement in construing or interpreting the provisions hereof. All words used in this Agreement will be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.
- I. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document. The exchange of copies of this Agreement and of signature pages by facsimile transmission or other electronic means will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means will be deemed to be their original signatures for any purpose whatsoever.
- J. <u>Definitions</u>. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Exhibits hereto.

[END OF TEXT; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

"Client"	"TLH"
EAST CENTRAL UNIVERSITY	THE LEARNING HOUSE, INC.
,	
Ву:	By:
Dr. Katricia G. Pierson	Todd R. Zipper
President	President & Chief Executive Officer



#### Exhibit A to Master Services Agreement

#### BUNDLED SERVICES TO BE PROVIDED BY TLH

Subject to Client's reasonable request and compliance with the Standard Operating Procedures (SOPs) that will be developed in collaboration between TLH and Client, TLH will provide Client with the following Services with respect to the degree program(s) listed under Agreement Terms/Degree Programs(s) above:

- I. <u>ONLINE COURSE CURRICULUM DEVELOPMENT SERVICES</u>. TLH will provide services to Client to develop customized courses, which meet Client's learning objectives. Content for the courses may be developed several ways including:
  - A. <u>Curriculum and Course Strategy Consulting</u>. TLH may provide Client with a curriculum and course strategy review. The content of the strategy review may contain the following:
    - 1) Review of current and proposed courses
    - 2) Analysis of current and proposed degree programs
    - 3) Evaluation of applicable online policies and procedures
  - B. <u>Content Development</u>. A TLH Instructional Designer ("<u>ID</u>") may, based on an agreed-upon standard operating procedure ("SOP") document, collaborate with Client's faculty member or other designated point of contact to design and develop each course. The plan (including timeline and actions required) for course development will be customized based upon the unique needs of each course while closely following the SOP to ensure institution-wide adherence to policies and procedures. The course plan may include a combination of the following elements:
    - Client Content. Client's faculty member or other designated point of contact will initially collaborate with a TLH ID to determine a broad course layout. Client's faculty member or other designated point of contact will then write and compile original course content according to the Writer's Guide and templates. This original course content will then be reviewed by a TLH ID to ensure that it meets goals discussed for the online course. Together, with continuous input from the Client's faculty member or other designated point of contact, they will design the online course. The Client's faculty member or other designated point of contact may request the ID to insert additional content, remove or modify content. The Client's faculty member or other designated point of contact must provide all course change requests in writing to the ID in accordance with the timeline agreed upon by TLH and Client. Additionally, TLH may migrate materials from the Client's existing LMS to the LMS hosted by TLH for use in fully online courses. Client must provide TLH with an account with sufficient privileges on existing LMS to the LMS hosted by TLH for use in fully online course. Client must provide TLH with an account with sufficient privileges on existing LMS to facilitate migration of materials. All academic decisions reside with Client and Client's faculty member.
  - C. <u>Multimedia Content Services</u>. TLH may collaborate with Client's faculty member or other designated point of contact to produce multimedia content for courses. Client must provide content for multimedia product to be inserted into course, TLH may convert content into multimedia product and insert the content into the course. Multimedia may include the following:
    - 1) Audio



- 2) Video
- 3) Interactive games
- 4) Slide presentations
- 5) Other multimedia as mutually agreed upon by TLH and Client

All academic decisions reside with Client and Client's faculty member.

- Course Quality Reporting. TLH may conduct a quality review of select courses placed on Client's LMS portal using a course development rubric developed by TLH and based in industry standards. Upon reasonable request, TLH will summarize key trends and findings to present to the Client in the form that best meets the Client's identified need.
- FACULTY SUPPORT. Courses developed in collaboration with TLH Online Course Curriculum Development Services, as outlined above, may receive ongoing support from a Faculty Support Specialist ("FSS"). Courses receiving FSS support must be ordered at least sixty (60) days prior to the term start date. Services provided by the FSS may include the following:
  - Prior to each course launch, the FSS will inspect courses for technical functionality. This includes verifying all resources, including links to Open Educational Resources, are functional.
  - В. Collaborate with Client faculty member(s) to resolve any course issues found during the technical inspection.
  - Import course content prior to each term start date and advise Client faculty member when course is available for review.
  - Support Client faculty member with minor course revision requests while the course is active, in accordance to university policy.
  - Support Client faculty member with technical questions related to the Learning Management System.

#### m. FACULTY AND STAFF TRAINING.

- Faculty: TLH provides a variety of training options including on-demand tutorials, self-paced course, instructor-led courses, and synchronous training sessions.
- В. Staff: Registrars, Program Coordinators and other administrative staff receive training that is similar to the training that is provided to faculty.

#### IV. . MARKETING.

- TLH will create an Online Campus website that will be designed to match the look and feel of the Client's website. This will be a collaborative process between TLH and Client, whereby Client will be asked to provide requisite approvals for certain Online Campus features. The purpose of the Online Campus is to provide a single source for all online program information. Should Client choose to change the look and feel of its website, Client will provide advance notice to TLH so that TLH may review the potential website changes and work out a timeline for updates, if necessary, to the Online Campus.
- TLH will coordinate and manage all marketing efforts for Client's Online Brand, which includes the investment of marketing capital for marketing efforts on behalf of Client's Online Brand that are performed in collaboration between TLH and Client;



- C. TLH will assign a Manager to oversee all online programs from market research to execution of the marketing plan;
- D. TLH will develop an annual marketing plan with Client based upon the information obtained from market research. The marketing plan may consist of different forms of traditional marketing, online marketing and partnership marketing. Traditional marketing efforts may include direct mail, television, radio, print, billboards, public relations and marketing events. Online marketing efforts may include affiliate marketing, pay per click, display, organic search engine optimization, social media and email. Partnership marketing may include developing relationships with employers, community colleges, military organizations and sponsorship of industry events.
- E. TLH will assist Client with lead generation by developing and implementing marketing campaigns.
- F. TLH will assist Client in developing, marketing, and implementing scholarship opportunities.
- G. TLH will conduct outreach campaigns to non-converted leads and applications collected by Client (lead recycling campaigns).
- H. TLH will execute and fund brand search campaigns in Google, Bing, and Yahoo in Oklahoma, surrounding states, and other states mutually agreed upon by Parties. These efforts will lead prospective students to a landing page that will be created by TLH and approved by Client.
- I. TLH will provide high-level media performance / marketing updates on monthly basis.
- V. MARKET RESEARCH. The TLH market research group will perform a variety of analyses to contextualize and differentiate a client institution's program selection, both its current programs and potential programs to launch during the partner relationship. TLH will provide underlying details at Client's request. In addition to continued research throughout the partner relationship, TLH offers the following types of market research:
  - A. Scalable, research-based program and brand recommendations.
  - B. Scanning of local, regional, and national markets.
  - C. Analyzing program redundancies and opportunities within a competitive landscape.
  - D. Using National Center for Education Statistics Integrated Postsecondary Education Data System (IPEDS) database to analyze historical data and identify program opportunities.
  - E. Researching and reviewing the field of study trends, labor outlook, competition, and Client's past successes.
    - F. Review of relevant secondary data including industry trends
  - G. Data review from the state department of labor that services the Client, as well as from the Bureau of Labor Statistics and any other relevant market for a look into the employment landscape for program graduates.
  - H. Review of employment-listing aggregators to identify trending demand for skills relevant to program graduates.

- I. Gap analysis based upon department stakeholder meetings and interviews, to identify gaps and to determine appropriate resources and policy changes that will best position the Client for success.
  - J. Financial projections to determine operational feasibility of program launch.

#### VI. <u>ENROLLMENT MANAGEMENT</u>.

- A. TLH will provide an appropriate number of Online Enrollment Counselors ("EC(s)"), responsible for handling inbound and outbound contacts through the TLH call center (the "TLH Call Center"); unless specifically requested by the new lead to discontinue contacts, the EC(s) will make at least thirteen (13) attempts to contact every new lead with the first attempt commencing within twenty-four (24) hours of the lead being produced and the last attempt occurring within ten (10) calendar days; the EC(s) will track and classify all inbound and outbound contacts for reporting purposes; the EC(s) will be employed by TLH and stationed at the TLH Call Center.
- B. The TLH Call Center will be staffed between the hours of 9:00 a.m. and 8:00 p.m. Eastern Time Monday thru Thursday and between the hours of 9:00 a.m. and 5:30 p.m. Eastern Time on Friday or such longer hours as TLH deems necessary and will be available to assist potential students with application questions, admissions procedures and program information.
- C. TLH will provide an appropriate number of EC(s) in the range of one (1) EC for every one hundred (100) active applicants, which may increase or decrease depending upon the business needs and process flow at TLH. EC(s) will research and become knowledgeable of Client's online programs. The EC(s) will be employed by TLH and stationed at the TLH Call Center.
  - D. TLH will provide individuals to collect transcripts and tuition planners as needed.
- E. The EC(s) will disseminate to potential students information regarding the online programs offered by Client, admissions procedure, financial aid procedure, tuition, the online modality description and Client's policies.
- F. The EC(s) will assist potential students with all document collection needed by Client for rendering an admissions decision.
- G. TLH's team (the "<u>TLH Team</u>") will assist Client's office of financial aid with document collection needed to process potential students' financial aid in accordance with the mutually agreed upon Standard Operating Procedure ("<u>SOP</u>") between TLH and Client.
- H. The TLH team will submit all enrollment documents to Client so that Client may review and provide all final student acceptance/denial decisions.

#### VII. STUDENT RETENTION SERVICES.

- A. In consultation with Client, TLH will develop a plan for student retention focused on the best practices for addressing issues with student satisfaction.
- B. TLH will offer support and advising to students through TLH Online Academic Advisors in accordance with the mutually agreed upon Standard Operating Procedure ("<u>SOP</u>") between TLH and Client.
- C. TLH Online Academic Advisors will provide individualized guidance, feedback and structure to students.

- D. The TLH Team will ensure that each student is able to log into their online classroom on their first day of classes and has been made aware of how to find their syllabus, the online library and other resources offered by Client.
- E. The TLH Team will create and collect periodic student satisfaction surveys and will provide Client with a report based on such survey results.
- F. The TLH Team may create, monitor and facilitate social networking sites dedicated to the online students enrolled by Client (such as Facebook, LinkedIn, Snapchat, and Twitter); and
- G. The TLH Team will provide auxiliary retention services by creating a twelve (12) month "retention outreach" program consisting of periodic voice-to-voice contact with each student in addition to surveys and social networking contacts.



#### Exhibit B to Master Services Agreement

#### **CLIENT RESPONSIBILITIES**

In order to facilitate the provision of the Services, Client will provide (and keep updated as needed):

#### I. ADMINISTRATIVE BEST PRACTICES AND POLICIES.

- A. Design and develop new programs to be one-hundred percent (100%) fully online;
- B. Provide TLH with the right to act as a designated school official for the purpose of collecting documents, transcripts and other materials needed to aid in the acceptance and retention of the prospective student in accordance with the terms and conditions of the Agreement.
- C. Provide a Client representative to be TLH's primary contact for questions or issues arising with respect to the Services.
- D. Hire full-time or adjunct faculty members as the number of students and course demand increases.
  - E. Create, manage and supervise faculty performance expectations.
- F. Periodically review online programs and tuition to ensure competitive programs, practices and pricing.
- G. Provide TLH access to Client's current application and admissions materials. Client further agrees to keep these materials updated and to continue to provide the updated materials to TLH as soon as practicable.
- H. Implement effective and early course scheduling and program sequences spearheaded by the Dean of Online in collaboration with academic departments.
- I. Issue course writer and instructor contracts a minimum of one hundred and forty (140) days prior to the course start date so that course design best practices may be attained.
- J. Client will use reasonable efforts to establish six (6) entry points for all fully online and hybrid programs a year across campus divisions including but not limited to admissions, financial aid, and course scheduling and provide superior student support for mid-term starts.
- K. Cultivate close collaboration with TLH in marketing, recruiting, and enrollment efforts.
  - L. Develop and publish an annual professional development schedule.

#### II. MARKETING.

A. Contribute to building size and scope of non-converted lead lists that include lists of undergraduate and graduate alumni names and contact information for the last five (5) years, students that have shown interest in Client by requesting information but did not apply to Client, incomplete and canceled applications over the last three (3) years, students that have dropped out over the last five (5) years, and current students in the enrollment funnel that will be transitioned to TLH's Enrollment team.

- B. Provide a list of all non-converted leads and applications from the preceding three (3) years in a format reasonably acceptable to TLH.
- C. Execute institutional marketing plans and brand marketing initiatives at a level deemed appropriate by Client to support non-online program recruitment. Client and TLH will share marketing plan information to avoid redundancy or competition for paid initiatives.
- D. Coordinate with TLH to establish and maintain cross links between Client's main website and TLH's Online microsite pages and landing pages.
- E. Allow TLH to submit information for possible use on Client's primary institutional social media sites. TLH may request that Client create new online-focused sites in accordance with Client social media policies and practices.
- F. Provide advertiser access to Client's social media sites deemed appropriate by Client and TLH for program/marketplace.
  - G. Provide TLH with an accurate directory of Client's faculty and staff.
  - H. Provide TLH with "Print Quality" logos and photos as well as a style guide.
- L Provide to TLH copies of Client's current online program marketing materials, course catalog and student handbook each in a format reasonably acceptable to TLH.
  - J. Provide TLH access to Client's main website Google Analytics account.
  - K. Establish a TLH Google Analytics user account
  - L. Provide feedback and approval to TLH within seventy-two (72) hours.

#### III. ENROLLMENT MANAGEMENT.

- A. Allow TLH to collect official transcripts;
- B. Transfer all online program inquiries and/or applications to TLH.
- C. Forward electronic applications to the TLH Enrollment Counselor within one business day, provide TLH access to the application or adopt TLH's online application.
- D. Change admissions contact information on Client's website for the fully online programs to TLH enrollment staff.
  - E. Provide a Client email address for respective Enrollment Counselors.
- F. Provide account read-only access in Client's student information system to facilitate communication regarding applications that are received, missing application documents, proposed acceptances, confirmation of course registration, and status of financial aid/payment processing.
  - G. Commit to program readiness for the prospective student.
- H. Perform an "unofficial" pre-evaluation of the transcript for transfer credit within forty-eight (48) hours of receiving an unofficial transcript from the student or designate a TLH staff member to perform such "unofficial" transcript credit evaluation.
- I. Perform a review of the application and issuance of a "conditional acceptance" to all applicants who meet Client's published admissions requirements; once conditionally accepted, Client will provisionally admit such applicants into an online course(s).

- J. Upon receipt of completed applications from TLH, Client will provide all final student acceptance/denial decisions within 24-48 hours.
- K. Client will determine, and maintain full control over, total number of new-student enrollments for each term.

#### IV. STUDENT SUCCESS/RETENTION.

- A. Provide student information system read-only or advisor access to designated Success Coaches and/or Online Advisors to efficiently and effectively support students.
  - B. Provide access to login reports and visitor access to online courses in the LMS.
- C. Provide a Client email address for respective Success Coaches and/or Online Advisors.
  - D. Establish Client representative(s) for retention matters.
- E. Client will allow TLH Team to create, monitor and facilitate social networking sites dedicated to the online students enrolled by Client (such as Facebook, LinkedIn, Snapchat, and Twitter).
- F. Provide documentation of and related forms for relevant university policies regarding attendance, withdrawal, and Leaves of Absence.
- G. Provide an Online Student Enrollment Report, for current and future available terms, that contains student ID, student name, course ID, course name, credit hours, enrollment status, grade, start date, end date, and instructor name.
  - H. Provide a roster of graduating students each term.

#### V. PROGRAMS AND STATE AUTHORIZATION.

- A. Client agrees to launch the programs outlined in <u>Exhibit C</u>, or at least two (2) new, fully online programs annually in 2024 and 2025, all which shall be mutually agreed upon by TLH and Client.
- B. Client agrees take reasonable efforts to apply for state authorization in Texas, Louisiana, Arkansas, Missouri, Kansas, Colorado, New Mexico, and other mutually agreed-upon states and/or become a SARA-affiliated institution.



### Exhibit C to Master Services Agreement

#### PROGRAMS

Program Name	Program	Program		
Trogram Ivaine	Туре	Launch		
M.S. Water Resource Management	Master's	Jan. 2019		
M.Ed. Educational Technology	Master's	Jan. 2019		
M.Ed. Sports Administration	Master's	Jan. 2019		
M.Ed. Library Media	Master's	Jan. 2019		
M.Ed. Educational Leadership	Master's	Jan. 2019		
M.Ed. Special Education	Master's	Aug. 2019		
B.S. Kinesiology	Bachelor's	Aug. 2019		
BSW	Bachelor's	Aug. 2019		
B.S. Human Service Counseling	Bachelor's	Aug. 2019		
Interdisciplinary Studies	Bachelor's	Aug. 2019		
RN-BSN	Bachelor's	Aug. 2019		
Master's of Management	Master's	Aug. 2020		
MSN — Education	Master's	Aug. 2020		
B.A. Psychology	Bachelor's	Aug. 2020		
B.A. Criminal Justice	Bachelor's	Aug. 2020		
M.A. Biology	Master's	Aug. 2020		
M.Ed. Curriculum and Instruction	Master's	Aug. 2020		
B.S. Environmental Health Science	Bachelor's	Aug. 2020		
B.S. Accounting	Bachelor's	Aug. 2021		
B.A. Business Administration	Bachelor's	Aug. 2021		
B.S. Computer Science	Bachelor's	Aug. 2021		
MSW	Master's	Aug. 2021		

FNP	Professional	Aug. 2022
M.S. Computer Science	Master's	Aug. 2023
M.Ed.	Master's	Aug. 2023



#### Exhibit D to Master Services Agreement

#### THIRD PARTY SERVICER

- I. Parties agree that Client will implement this Agreement in accordance with all rules and regulations of all of its applicable education regulatory authorities including accrediting agency requirements. In addition, Client agrees to carry out, or cause to be carried out, the processing, disbursing, awarding and administration of all aspects of the financial aid process for its students in compliance with all applicable federal laws and regulations. Client will make financial aid available to students in the same manuer and to the same extent as made available to any other students, but Client will be solely responsible for and will retain complete control of all aspects of awarding financial aid (including the federal student financial assistance programs under Title IV of the Higher Education Act of 1965, as amended), including monitoring and managing all aspects of student's award acceptance, loan entrance counseling, and setting of budgets and disbursement schedules. TLH will not be involved in any financial aid matters except as specifically set forth in **Exhibit E**.
- II. <u>INDEMNIFICATION</u>. As permitted by Oklahoma law, Client agrees to indemnify and hold TLH harmless from Client's failure to comply with all applicable laws and regulations regarding the processing, awarding or disbursing or administration of student financial aid as required under Section II, including without limitation, those applicable to Title IV of the Higher Education Act.
- III. <u>THIRD PARTY SERVICER OBLIGATIONS</u>. As part of the Services, TLH will provide certain limited counseling and support regarding the availability of financial aid as set forth in <u>Exhibit E</u> before referring prospective students to Client's financial aid office. To the extent that TLH is deemed to be a Third Party Servicer under C.F.R. 668.25 as a result of such support activities, TLH hereby agrees to:
  - A. Comply with all statutory provisions of or applicable to Title IV of the Higher Education Act ("HEA"), all regulatory provisions prescribed under that statutory authority, and all special arrangements, agreements, limitations, suspensions and terminations entered into under the authority of statutes applicable to Title IV of the HEA, including the requirement to use any funds that TLH administers (if any) under any Title IV, HEA program and any interest or other earnings thereon solely for the purposes specified in and in accordance with that program;
  - B. Refer to the Office of Inspector General of the Department of Education for investigation any information indicating there is reasonable cause to believe that Client might have engaged in fraud or other criminal misconduct in connection with Client's administration of any Title IV, HEA program or an applicant for Title IV, HEA program assistance might have engaged in fraud or other criminal misconduct in connection with his or her application. Examples of the type of information that must be referred are:
    - 1) False claims by Client for Title IV, HEA program assistance;
    - 2) False claims of independent student status;
    - 3) False claims of citizenship;
    - 4) Use of false identities;
    - 5) Forgery of signatures or certifications;
    - 6) False statements of income; and



- 7) Payment of any commission, bonus or other incentive payment based in any part, directly or indirectly, upon success in securing enrollments or the award of financial aid to any person or entity engaged in any student recruitment or admission activity or in making decisions regarding the award of title IV, HEA program funds;
- C. Be jointly and severally liable with Client to the Secretary for any violation by TLH of any statutory provision of or applicable to Title IV of the HEA, any regulatory provision prescribed under that statutory authority, and any applicable special arrangement, agreement, or limitation entered into under the authority of statutes applicable to Title IV of the HEA;
- D. If TLH or Client terminates this Agreement, or if TLH stops providing services for the administration of a Title IV, HEA program, or goes out of business or files a petition under the Bankruptcy Code, TLH will return to Client all:
  - 1) Records in TLH's possession pertaining to Client's participation in the program or programs for which services are no longer provided; and
  - 2) Funds, including Title IV, HEA program funds, received from or on behalf of Client or Client's students, for the purposes of the program or programs for which services are no longer provided.
- E. Implement and maintain appropriate safeguards to protect all customer information in its possession, in compliance with the information security requirements established by the Federal Trade Commission ("FTC"), regardless of whether such information pertains to students, parents, or other individuals with whom the institution has a customer relationship, or pertains to the customers of other financial institutions that have provided such information to the institution. Customer information means any record containing non-public personal information about a customer, whether in paper, electronic, or other form, that is handled or maintained by or on behalf of the School or its affiliates.



#### Exhibit E to Master Services Agreement

## SERVICES THAT MAY BE CONSIDERED LIMITED COUNSELING AND SUPPORT REGARDING THE AVAILABILITY OF FINANCIAL AID.

- Discuss financial plan for education/how are you planning to pay for your education
- Direct students to resources on chosen financial option
- Answering questions that are specific to the student's Title IV funds
- Confirm if FAFSA is on file at the school
- Review FA "getting started" guide
- Explain number of credits needed to quality for FA
- Confirm that scholarships, discounts are applied to student account
- Confirm with students' scholarships, discounts are applied to student account
- Note in school system that tuition planning appointment is complete
- Follow up call to review next steps in general process
- Discussing award amounts and disbursement amounts
- Discussing how to access FA info on the student's school portal
- Discussing disbursement policies and time lines
- Viewing school record to see if ISIR loaded
- Viewing ISIR to see if c-codes are present
- Notify student award letter is available
- Review NSLDS internally
- Instruct student to complete the terms and conditions
- Instruct student on where to go to accept/decline their FA award
- Review how to complete entrance counseling and MPN
- Direct students to the EC and MPN
- Confirming completed EC and MPN
- Collecting EC and MPN confirmation
- · Reviewing any missing documents with student
- · If selected for verification, discuss steps to complete verification
- Informing students they are selected for verification
- Informing students they have other c-codes
- Collecting verification documents
- Informing student on where to obtain IRS Tax Return Transcripts
- Collecting missing documents
- Guiding students to additional forms (special need request, payment forms)
- Guiding students to default resources
- Student pulls up their own NSLDS and tuition planner guides student to info on that

### website

- Collecting letters of good standing or other letters from servicers
- Confirming with a student they are out of default
- Explaining what default is and how to resolve



- · Review SAP requirements with at risk students
- If SAP suspended, notify student not eligible for FA
- Guide students to complete new FAFSA for new aid year
- Confirm new aid year FAFSA on file
- Notify FA office if Tuition Planner notices that award package in not accurately reflecting student level
  - Direct students to important forms (i.e., Request for Loan Change Form (Stafford)
- Review with students the impact of administrative withdrawals on FA award and money owed
- Direct students to submit missing documents to the person who will submit them to Financial Aid



#### Exhibit F to Master Services Agreement

#### PARTNER PLUS PROGRAM

The parties hereby by wish to enter into a Partner Plus Program ("Partner Plus") to function as an additional lead source for Client as follows:

#### I. BACKGROUND.

- A. Partner Plus is a program managed by TLH that is geared toward bringing together corporations and associations that desire to provide educational benefits to their employees. This program pairs employers with institutions of higher education ("institutions") who are interested in providing education benefits to employees and members of the corporations and associations.
- B. TLH has a consortium of institutions that offer Partner Plus corporations and associations a minimum 10% tuition reduction or comparable scholarship in their degree programs.
- C. TLH develops alliances with corporations and associations to provide their employees access to the educational programs offered by the institutions that are clients of TLH.

#### II. <u>TLH OBLIGATIONS</u>.

- A. Market Client programs and generate qualified leads. All leads generated through Partner.Plus are exclusively owned by TLH.
- B. Provide an updated list of companies participating in Partner Plus program on a periodic basis.

#### III. CLIENT OBLIGATIONS.

- A. Client agrees to offer to all students enrolled as a result of Partner Plus efforts at least a 10% reduction on the published tuition or comparable scholarship.
- B. Client agrees to identify or tag Partner Plus student in application and/or student information systems for efficient invoicing.
- IV. <u>TERMINATION</u>. Either party may terminate this <u>Exhibit F</u> with sixty (60) days written notice to the other party. If the parties terminate this <u>Exhibit F</u>, all other terms of the Agreement remain in full force and effect.