

MINUTES

of the

**BOARD OF REGENTS FOR THE
OKLAHOMA AGRICULTURAL AND MECHANICAL COLLEGES**

for the

January 25, 2019

Regular Board Meeting

INDEX
FOR THE MINUTES OF THE MEETING OF THE BOARD OF REGENTS FOR THE
OKLAHOMA AGRICULTURAL AND MECHANICAL COLLEGES

January 25, 2019

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MINUTES OF THE MEETING OF THE BOARD OF REGENTS FOR THE OKLAHOMA
AGRICULTURAL AND MECHANICAL COLLEGES, JANUARY 25, 2019

Notice of this meeting was filed with the Oklahoma Secretary of State on September 13, 2018.

The Board of Regents for the Oklahoma Agricultural and Mechanical Colleges met in the Council Room, 412 Student Union, Oklahoma State University, Stillwater, Oklahoma, on January 25, 2019.

Board members present: Mr. Calvin J. Anthony, Chairman; Mr. Tucker Link, Vice Chairman; Mrs. Blayne Arthur, Mr. Douglas Burns; Mr. Jarold Callahan; Mr. Rick Davis; Mr. Joe Hall; Dr. Trudy Milner; and Ms. Lou Watkins.

Absent: None.

Others present: Mr. Jason Ramsey, Chief Executive Officer; Ms. Jessica Russell, Director, State Government Relations; Mr. Carter Kimble, Director of Health Policy; Mr. Steve Stephens, General Counsel; Ms. Michelle Finley, Chief Audit Executive; Ms. Kyla Eldridge, Executive Administrative Associate, and Ms. Nicole Nixon, Administrative Assistant.

After the Chief Executive Officer announced a quorum was present and affirmed that all documents had been filed, the meeting was called to order at approximately 10:48 a.m.

MATTERS PERTAINING TO THE BOARD OF REGENTS FOR THE OKLAHOMA
AGRICULTURAL AND MECHANICAL COLLEGES OF INTEREST TO ALL THE
UNIVERSITIES/COLLEGES MEETING OF JANUARY 25, 2019

1. Approval of Order of Business

Regent Watkins moved and Regent Callahan seconded to approve the Order of Business as presented.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, and Watkins. No: None. Abstentions: None. Absent: Milner and Link.
The motion carried.

2. Approval of Regular Minutes

Regent Davis moved and Regent Watkins seconded to approve the minutes of the December 7, 2018, Regular Meeting of the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, and Watkins. No: None. Abstentions: None. Absent: Milner and Link.
The motion carried.

3. Announcement of Next Board Meeting

Chairman Anthony announced that the next Board meeting will be held on March 1, 2019, in the Calcagno Family Ballroom, Student Union, Northeastern Oklahoma A&M College, Miami, Oklahoma.

4. Approval of Future Board Meeting

Regent Burns moved and Regent Watkins seconded to approve the meeting scheduled for April 26, 2019, in the Ballroom, Student Union, Oklahoma Panhandle State University, Goodwell, Oklahoma.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, and Watkins. No: None. Abstentions: None. Absent: Milner and Link.
The motion carried.

5. Recognition of new Regent Blayne Arthur

Chairman Anthony said Blayne Arthur was recently appointed by Oklahoma Governor Kevin Stitt to the position of President of the Oklahoma State Board of Agriculture, which also serves as a Regent on the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges. (The President of the State Board of Agriculture also serves as Commissioner of Agriculture.) Chairman Anthony welcomed her to the Board and said he is pleased to have her present at the meeting today.

Regent Arthur said she is very glad to be a member of the Board and this is officially her ninth day of work as the Commissioner of Agriculture. She said she is a graduate of OSU as an Agricultural Economics major and looks forward to working with everyone.

Regent Davis moved and Regent Watkins seconded to recognize the appointment of Regent Blayne Arthur to the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges and that copies of the Oath of Office and Loyalty Oath signed by Ms. Arthur be placed in the official files of the Board of Regents upon receipt.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

OKLAHOMA PANHANDLE STATE UNIVERSITY, GOODWELL, OKLAHOMA

President Tim Faltyn and members of the Oklahoma Panhandle State University (OPSU) administration appeared before the Board of Regents to present the business of OPSU and review the Agenda for members of the Board. (The OPSU Agenda is attached to this portion of the minutes.) President Faltyn thanked President Hargis and First Lady Ann Hargis for their hospitality last evening. He said it was an excellent program and a nice dinner. He welcomed Regent Arthur and said he looks forward to working with her.

President Faltyn distributed a handout regarding the economic impacts of OPSU in the State of Oklahoma, which is attached to this portion of the minutes as ATTACHMENT A and considered a part of these minutes. He said this information will be helpful in discussions with lawmakers and in fundraising efforts because it provides actual data to share when discussing the institution's importance in the region.

President Faltyn distributed a handout titled, "Preliminary Enrollment for Spring 2019," which is attached to this portion of the minutes as ATTACHMENT B and considered a part of these minutes. He said OPSU has posted an increase in enrollment for the third semester in a row. He said he cannot say enough good things about Dr. Julie Dinger, Vice President of Academic and Student Affairs, and her team. This enrollment increase is due to efforts from the community, campus, deans, activity programs, athletic department, etc. Everyone has really stepped up to accomplish this increase, and he feels OPSU is doing a good job of recapturing market share. He does not believe this rate of growth is sustainable, but for now it is great to see.

President Faltyn referenced the *Guymon Daily Herald* and noted the story on the front page announcing a \$1 million gift to OPSU for its Panhandle Promise Scholarship (PPS). He noted that this gift is also highlighted on the cover of the *Panhandle* magazine. The PPS is a gap scholarship that covers what federal financial aid and private scholarships do not cover, essentially making degrees free for the PPS recipients who are willing to commit to teaching within one of the three Oklahoma panhandle counties for two years after graduation. President Faltyn said this program is an example of how to change a region and grow your own. Mike Ray, President of the School Board of Guymon Public Schools, came up with the idea for this scholarship and has partnered with OPSU. Mr. Ray is also the Chair of the OPSU Foundation, which matched the original anonymous gift of \$1 million. President Faltyn expressed appreciation to Regent Burns for his contribution to this scholarship effort. Regent Burns was involved in litigating a class action lawsuit, the settlement of which resulted in landowners being awarded \$110 million in past damages. Once the lawsuit was settled and decided, payments were made to the landowners. If there is any money left over after those payments are made, it is then up to the presiding judge to decide where that remaining money is distributed. The judge who presided over that case happened to be an OPSU graduate. Before his retirement, the judge signed over \$431,000 to an existing OPSU scholarship fund as well as \$1 million to the PPS fund. Chairman Anthony said Regent Burns is a generous man and has been a big influence on these types of issues. He thanked Regent Burns on behalf of the entire Board for his work in making this gift happen.

President Faltyn thanked Regent Callahan for his insight in suggesting the removal of the on-campus residency requirement for the scholarship. Removing that requirement helped win favor with the judge in his decision.

President Faltyn showed a promotional video highlighting information about the Panhandle Promise Scholarship. He said it is estimated that eight teachers will be produced through this scholarship annually. Regent Burns asked how the video will be used. President Faltyn said OPSU is very proud of the video and how it communicates all of the community involvement with this scholarship. The video will be used in promotion of the Panhandle Promise Scholarship on the OPSU website. OPSU is currently taking applications and the selection process will begin in June. Regent Burns asked if this type of program could be implemented statewide. President Faltyn said he believes it can. This scholarship is a way for communities to invest in their local universities as well as their local school systems. There are a number of universities in the state that have tuition reimbursement over a number of years after graduation. OPSU's PPS distributes money up front. The University has a great number of students who do not have the money to go to college, and that financial barrier becomes so great in their minds they will not even try to apply for college. This scholarship will help alleviate that financial concern for students who are considering higher education. He believes every county and every region around a university can do something like this by raising the money locally and dedicating it towards people becoming teachers in that specific region. He believes this program has the potential to do great things for the State, and he is proud to be on the front lines of that effort. Regent Burns said he would encourage President Faltyn to speak with others on how to make this a statewide effort. He said it is his opinion that the biggest crisis currently being faced in the State of Oklahoma is that many regions have almost 50 percent of their teachers teaching without a teaching certificate. He believes communities would get behind efforts like this in terms of donating money if they had an indication or promise that those graduates would teach in that local area. A lot of private dollars can be raised by people who recognize the enormity of the teaching crisis. The PPS at OPSU should be used as a catalyst to get similar programs implemented statewide.

Regent Link asked if this is the only program like it in the State. President Faltyn said he believes it is. Almost all of the other programs currently offered at other schools in the State are tuition reimbursement models. The up-front funding is what makes this scholarship different.

B-1 Adoption of Memorial Resolution for Mr. Robert Wray

Regent Link moved and Regent Milner seconded to adopt the memorial resolution as presented in Item B-1 in the OPSU Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

C-1 Approval of academic service fees

President Faltyn said if approved, these fees will be effective fall 2019. He noted that this item was presented to the Academic Affairs, Policy and Personnel Committee at its meeting this morning.

Regent Link said the Committee met with the OPSU administration regarding this item and acted to recommend Board approval.

Regent Link moved and Regent Callahan seconded to approve Item C-1 as presented in the OPSU Agenda.

Chairman Anthony said he wanted to note that many, if not all, of the institutions will bring forward service fees and academic fees during the meeting today. Unfortunately, the fees are one of the few ways that help balance the budgets of the institutions after the State budget cuts to higher education. It is not desirable to raise fees, but that is the reality of where higher education is in the current climate.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

D-2 Approval of personnel actions

President Faltyn said Martin Nevarez resigned from his position as Director of High School & Community Relations. OPSU is working hard to create a “two-deep” staffing model to help fill positions such as this when they become vacant. Following that model, the position is being filled by Jade Singleton-Reich, who was previously the Admissions Counselor and worked closely with Mr. Nevarez. Also listed is the hire of a new Head Football Coach, Robert Majeski.

Regent Burns moved and Regent Link seconded to approve Item D-2 as presented in the OPSU Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

E-1 Approval of Academic Program Review Reports

President Faltyn said Dr. Dinger worked very hard to create an executive summary of the program reviews for the Board. He said some of the reviews are catch-up to get the University ready for an accreditation visit by the Higher Learning Commission in October 2020, and some are reviews which were long overdue to bring the University back into compliance with the Oklahoma State Regents for Higher Education. (The program reviews are listed within a document titled, “Academic Program Review Report, Executive Summary, 2018-2019,” which is on file in the Board of Regents’ Office as Document No. 1-1-25-19.)

Regent Milner moved and Regent Callahan seconded to approve Item E-1 as presented in the OPSU Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

F-1 Approval to purchase student athletic accident insurance

President Faltyn said purchase of student athletic accident insurance is a requirement of the National Association of Intercollegiate Athletics (NAIA). The annual cost will be approximately \$150,000. Most of the athletes who come to OPSU have State insurance that does not cover their accidents, which has caused an increase in student athletes taking advantage of the University insurance.

Regent Milner moved and Regent Link seconded to approve Item F-1 as presented in the OPSU Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

G-1 Approval to accept real property from the Town of Goodwell

H-1 Approval to grant utility easement to the Town of Goodwell

H-2 Approval to enter into clinical agreement with American Medical Response

President Faltyn distributed a handout titled, "Community Park," which is attached to this portion of the minutes as ATTACHMENT C and considered a part of these minutes. He said the handout reflects a piece of land directly across from the University House in Goodwell. Dr. Ryan Blanton led this effort, for which President Faltyn expressed appreciation. President Faltyn said Goodwell owned that piece of land, which the University has been helping to maintain for quite some time. Private funding has been secured for a community park to be built on that land. Because the University has been maintaining the land, it was proposed to the Town of Goodwell that the University assume ownership of the 0.8 of an acre and improve the land to create a community resource. The handout reflects a sketch of the property and the proposed improvements.

President Faltyn said Item H-1 is a contractual agreement for the utility easement in relation to Item G-1. He noted that all of the agreements related to this project have been reviewed by the Board's Office of Legal Counsel. He thanked Brandee Hancock for her help in coordinating this project.

Regent Davis moved and Regent Milner seconded to approve Item G-1 and Part H, Items 1 and 2 as presented in the OPSU Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

The business of Oklahoma Panhandle State University being concluded, President Faltyn and members of the OPSU administration were excused from the meeting.

OKLAHOMA PANHANDLE STATE UNIVERSITY

Economic Impacts

Oklahoma Panhandle State University generated expenditures of \$34.2 million in FY2016 and supported approximately \$46.4 million in total economic output. With a ratio of economic output to appropriations of 7.3, Oklahoma Panhandle State University produced \$7.30 in economic output per dollar of state appropriations.

There are direct, indirect, and induced economic benefits generated in the state and local regional economies through the operational expenditures of the faculty, staff and students of Oklahoma Panhandle State University. The following table details the FY2016 expenditures used to calculate the institution's local regional economic impacts.

Expenditure Impacts (FY2016)

Expenditure	Amount (\$ millions)
Employee Compensation	\$9.8
General Education & Administrative Expenditures	\$15.1
Sponsored Research & Programs	\$0.0
Intercollegiate Athletics	\$0.6
Teaching Hospitals	\$0.0
Capital Expenditures	\$1.0
Nonresident Student Spending	\$7.7
Total Direct Expenditures	\$34.2

The table below quantifies the broad economic impacts generated within the local region through the operations and functions of Oklahoma Panhandle State University.

Operational Expenditure Spillover Effects

Impact Type	Employment	Employee Compensation (\$ millions)	Output (\$ millions)
Direct Effect	364	\$11.0	\$27.8
Indirect Effect	44	\$0.7	\$3.6
Induced Effect	167	\$3.2	\$15.0
Total Effect	574	\$14.9	\$46.4
Multiplier	1.58	1.35	1.67

A useful policy measure of the state's financial contribution to higher education is the ratio of the gross economic output of the System relative to the amount of state appropriations used to fund its operations. The table below provides an estimate of the ratio of output to appropriations for Oklahoma Panhandle State University.

Ratio of Economic Output to Appropriations

Gross Economic Output (\$ millions)	Final Revised FY16 Appropriations (\$ millions)	Ratio of Economic Output to Appropriations
\$46.4	\$6.3	7.3

ATTACHMENT A



Impact Types

Direct Effect: The specific impact of the employment and operational expenditures related to the higher education institution.

Indirect Effect: The impact of expenditures by higher education-related suppliers.

Induced Effect: The additional impact of the spending of employees and suppliers' employees in the overall economy that can be attributed to the higher education-related expenditures.

The three types—direct, indirect, and induced—together, are considered the **total effect**. The **multiplier** is the ratio of total impacts to direct effects.

Definition of Impact Variables

Employment: The number of workers (full or part-time) whose employment is due, totally or in part, to the economic effects of the higher education-related expenditures.

Employee Compensation: The wages and fringe benefits received by individuals in the economy.

Output: The dollar value of expenditures.



Prepared by the State Chamber Research Foundation with data from RegionTrack's *The Economic Role of Oklahoma's Public Colleges and Universities* 2018 report

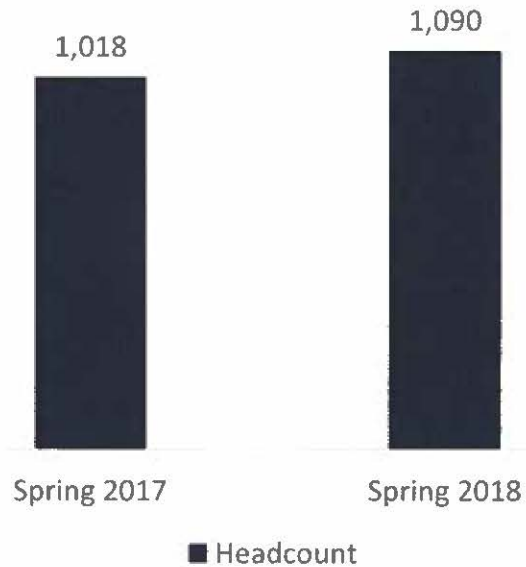


OKLAHOMA PANHANDLE STATE UNIVERSITY

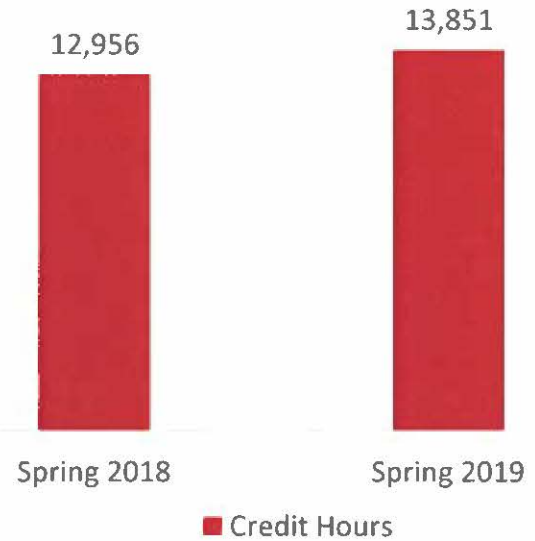
Preliminary Enrollment for Spring 2019

ATTACHMENT B

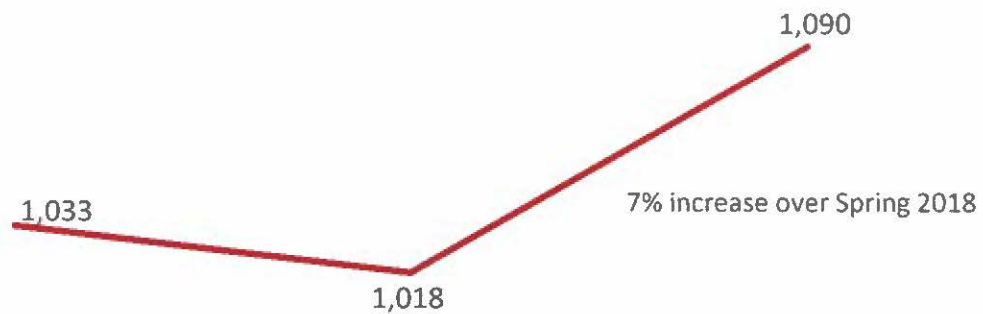
Headcount



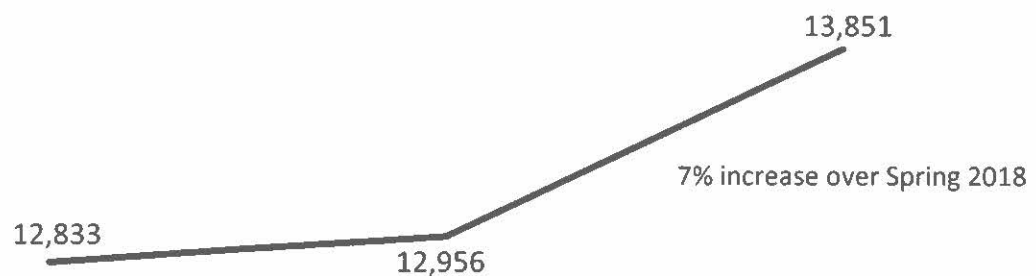
Credit Hours



Preliminary Enrollment Headcount 2017-2019



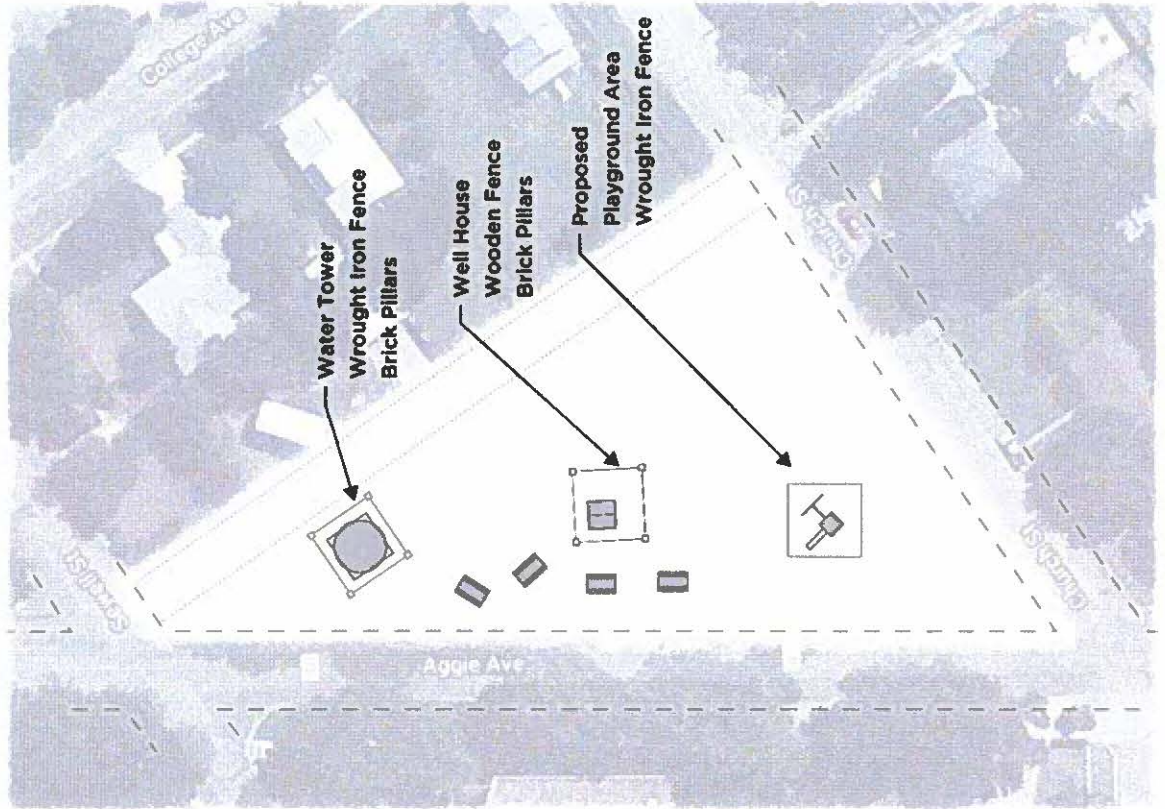
Preliminary Credit Hour Production 2017-2019



8
*this increase follows a Fall 2018 enrollment increase of 9%



COMMUNITY PARK OKLAHOMA PANHANDLE STATE UNIVERSITY



BENEFITS:

- Opportunity to Continue Campus and Community Beautification
- Further Strengthens Town and University Partner Relationship
- Significant Donation by Private Donor
- Community Support Solidified at Goodwell Town Council Community Forum in September

OKLAHOMA PANHANDLE STATE UNIVERSITY
Goodwell, Oklahoma

January 25, 2019

Board of Regents for Oklahoma A & M Colleges

Dear Board Members,

Subject to the budgetary limitations and availability of funds, the following expenditures are submitted for Board Approval with purchases to be coordinated through the Board Purchasing Office.

Part A---General Information/Reports Requiring No Action By the Board

1. Personal remarks – Dr. Tim Faltyn
2. Panhandle Magazine

Part B---Resolutions

1. Board approval is requested for the attached memorial resolution for Mr. Robert Wray, who passed away on December 26, 2018 at the age of 92. Mr. Wray was the grandson of the fourth President of Panhandle Agriculture and Mechanical College, Albert W. Fanning and a member of the first family to reside in the current University House. Mr. Wray was born and raised on the campus in Goodwell and shared many positive memories of residing in the University House when he visited campus to celebrate his 90th birthday. Please see attached.

Part C---Policy and Operational Procedures

1. Board approval is requested for the attached academic services fees. The proposed fees would be effective Fall 2019.

Part D---Personnel Actions

1. The following faculty and staff have announced their intention to retire or resign:

<u>Employee</u>	<u>Position</u>	<u>Effective</u>	<u>Explanation</u>
Martin Nevarez	Director of High School & Community Relations	12/7/2018	Resignation

2. Board approval is requested for the following personnel action:

<u>Employee</u>	<u>Position</u>	<u>Salary</u>	<u>Effective</u>	<u>Assignment</u>	<u>Explanation</u>
Jade Singleton-Reich	Director of High School & Community Relations	\$51,000	12/12/2018	12 Month	Replacement
Robert Majeski	Head Football Coach	\$65,000	1/1/2019	12 Month	Replacement

Part E---Instructional Programs

1. Board approval is requested for Academic Program Review Reports. Academic Programs reviewed are listed below:

Degree

Agriculture (AS)

Animal Science (BS)

Business Administration (AS)

Business Administration (BBA)

Elementary Education (BS)

General Studies (AA)

General Studies (AS)

History (BA)

Health and Physical Education (BS)

Nursing (BSN)

Please see attached summary.

Part F---Budgetary Actions

Board approval is requested to purchase student athletic accident insurance as required by the NAIA in the estimated annual amount of \$150,000 (BID was secured in 2014). This contract is renewable annually based upon mutual agreement. The agreement has been reviewed by legal counsel. Please see attached.

Part G---Other Business and Financial Matters

1. Board approval is requested to accept real property from the Town of Goodwell. The property, Block A, Kelly Addition to the Town of Goodwell, Texas County, Oklahoma, is located directly east of the University. Plans for the property are to maintain the land as a park for the University and the community's use. Legal Counsel has reviewed all documentation. Please see attached.

Part H---Contractual Agreements (other than construction and renovation)

1. Board approval is requested to grant a utility easement to the Town of Goodwell. The easement allows the Town of Goodwell to construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove existing and future public utility line or lines for the benefit of the University and community.

The easement is located in an area more generally described as: Block A, Kelly Addition to the Town of Goodwell, in Texas County, Oklahoma. The easement document will be reviewed by Legal Counsel prior to its execution. The document will contain a detailed legal description of the area the easement covers.

2. Board approval is requested to enter into the following clinical agreement with American Medical Response. The clinical agreement will enable students and faculty to utilize the above facilities for educational purposes as a part of the Intermediate Emergency Medical Technology program. This agreement has been reviewed by legal counsel. Please see attached.

Part I---New Construction or Renovation of Facilities

None

Part J---Purchase Requests

None

Part K---Student Services/Activities

None

Part L---New Business Unforeseen At Time Agenda Was Posted

None

Part M---Other Informational Matters Not Requiring Action of the Board

1. The November and December 2018 Summary of Out-of-State Travel reports. Please see attached.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'T. Faltyn', written in a cursive style.

Dr. Tim Faltyn
President



MEMORIAL RESOLUTION

WHEREAS, it has been called to the attention of Oklahoma Panhandle State University and the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges that Mr. Robert Wray, grandson of Albert W. Fanning, fourth President of Panhandle Agricultural and Mechanical College, was claimed by death on December 26, 2018.

WHEREAS, Mr. Wray, by his loyalty, attention to duty, and faithful performance rendered service as friend and supporter of Oklahoma Panhandle State University, from his birth at the University House through December 2019, and as a citizen worthy of commemoration and respect; and

WHEREAS, his friends and Oklahoma Panhandle State University have suffered irreparable loss in his passing;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS FOR THE OKLAHOMA AGRICULTURAL AND MECHANICAL COLLEGES;

THAT it takes this method to express its appreciation for the 92 years of exemplary service rendered by Mr. Wray to Oklahoma Panhandle State University, the State of Oklahoma and its citizens, to express respect to his memory, and to extend to the family its deep sympathy in the loss sustained, and to state that the Board and every member thereof respectfully join the friends of the deceased in mourning the passing of one of Oklahoma Panhandle State University's finest friends.

BE IT RESOLVED, that a copy of this resolution be spread upon the minutes of the Board and a copy sent to the family of Mr. Wray.

Adopted by the Board the 25th day of January, 2019.



OKLAHOMA PANHANDLE STATE UNIVERSITY

P.O. Box 430 • Goodwell, OK 73939 • 580.349.1400

Institution: Oklahoma Panhandle State University											
Name of Fee	Course Number(s)	Assessed	New Fee	Fee \$ Current	Fee \$ Proposed	Fee \$ Change	Fee % Change	New Revenue FY18	Total Revenue FY18	Date Fee Last Chgd	Describe basis for the use of revenue collected
<i>Classroom/Laboratory Supply and Material Fees</i>											
<i>College of Agriculture, Science, and Nursing</i>											
Mathematics Fee	MATH 1511	per credit hour	Yes	\$0	\$10	\$10	100%	\$270	\$270	N/A	To cover expendable costs associated with newly added course
Mathematics Fee	MATH 1611	per credit hour	Yes	\$0	\$10	\$10	10%	\$270	\$270	N/A	To cover expendable costs associated with newly added course
Nursing Fee	NURS 2003	per credit hour	Yes	\$0	\$10	\$10	10%	\$270	\$270	N/A	To cover expendable costs associated with newly added course
<i>College of Business and Technology</i>											
Business & Technology Fee	ACCT 4083	per credit hour	Yes	\$0	\$10	\$10	100%	\$270	\$270	N/A	To cover expendable costs associated with newly added course
Business & Technology Fee	CIS 4103	per credit hour	Yes	\$0	\$10	\$10	100%	\$270	\$270	N/A	To cover expendable costs associated with newly added course
Business & Technology Fee	INDT 2663	per credit hour	Yes	\$0	\$10	\$10	100%	\$270	\$270	N/A	To cover expendable costs associated with newly added course
<i>College of Arts and Education</i>											
Criminal Justice Skills Fee	CJ 2413	per credit hour	Yes	\$0	\$20	\$20	100%	\$540	\$540	N/A	To cover expendable costs associated with newly added course
Criminal Justice Skills Fee	CJ 2433	per credit hour	Yes	\$0	\$20	\$20	100%	\$540	\$540	N/A	To cover expendable costs associated with newly added course
Criminal Justice Skills Fee	CJ 3000	per credit hour	Yes	\$0	\$20	\$20	100%	\$540	\$540	N/A	To cover expendable costs associated with newly added course
Criminal Justice Skills Fee	CJ 3823	per credit hour	Yes	\$0	\$20	\$20	100%	\$540	\$540	N/A	To cover expendable costs associated with newly added course
Criminal Justice Skills Fee	CJ 3910	per credit hour	Yes	\$0	\$20	\$20	100%	\$540	\$540	N/A	To cover expendable costs associated with newly added course
Criminal Justice Skills Fee	CJ 4553	per credit hour	Yes	\$0	\$20	\$20	100%	\$540	\$540	N/A	To cover expendable costs associated with newly added course
Criminal Justice Skills Fee	CJ 4563	per credit hour	Yes	\$0	\$20	\$20	100%	\$540	\$540	N/A	To cover expendable costs associated with newly added course
Criminal Justice Skills Fee	CJ 4663	per credit hour	Yes	\$0	\$20	\$20	100%	\$540	\$540	N/A	To cover expendable costs associated with newly added course
Criminal Justice Skills Fee	CJ 4933	per credit hour	Yes	\$0	\$20	\$20	100%	\$540	\$540	N/A	To cover expendable costs associated with newly added course
Education Fee	EDUC 2013	per credit hour	Yes	\$0	\$10	\$10	100%	\$270	\$270	N/A	To cover expendable costs associated with newly added course
Education Fee	EDUC 2023	per credit hour	Yes	\$0	\$10	\$10	100%	\$270	\$270	N/A	To cover expendable costs associated with newly added course
HPER Fee	HPE 1123	per credit hour	Yes	\$0	\$10	\$10	100%	\$270	\$270	N/A	To cover expendable costs associated with newly added course
HPER Fee	HPE 2114	per credit hour	Yes	\$0	\$20	\$20	100%	\$540	\$540	N/A	To cover expendable costs associated with newly added course
HPER Fee	HPE 4133	per credit hour	Yes	\$0	\$10	\$10	100%	\$270	\$270	N/A	To cover expendable costs associated with newly added course
HPER Fee	HPE 4832	per credit hour	Yes	\$0	\$10	\$10	100%	\$270	\$270	N/A	To cover expendable costs associated with newly added course
HPER Fee	HPE 4942	per credit hour	Yes	\$0	\$10	\$10	100%	\$270	\$270	N/A	To cover expendable costs associated with newly added course
Ceramics Fee	ART 4573	Per Course	Yes	\$0	\$75	\$75	100%	\$675	\$675	N/A	To cover increasing costs associate with offering this course
Liberal Arts Fee	HUM 2433	per credit hour	Yes	\$0	\$10	\$10	100%	\$270	\$270	N/A	To cover increasing costs associate with offering this course

Liberal Arts Fee	HUM 1003	per credit hour	Yes	\$0	\$10	\$10	100%	\$270	\$270	N/A	To cover expendable costs associated with newly added course
Liberal Arts Fee	HUM 2583	per credit hour	Yes	\$0	\$10	\$10	100%	\$270	\$270	N/A	To cover expendable costs associated with newly added course
<i>Existing fees</i>											
<i>College of Agriculture, Science, and Nursing</i>											
Agronomy Fee	AGRN 1213	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	N/A	To cover increasing cost associated with course
Agronomy Fee	AGRN 2111	per credit hour	No	\$20	\$25	\$5	25%	\$135	\$675	N/A	To cover increasing cost associated with course
Agronomy Fee	AGRN 3133	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	FY18	To cover increasing cost associated with course
Agronomy Fee	AGRN 3213	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	N/A	To cover increasing cost associated with course
Agronomy Fee	AGRN 3223	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	N/A	To cover increasing cost associated with course
Agronomy Fee	AGRN 3464	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	N/A	To cover increasing cost associated with course
Agronomy Fee	AGRN 3924	per credit hour	No	\$25	\$30	\$5	20%	\$135	\$810	N/A	To cover increasing cost associated with course
Animal Science Fee	ANSI 1132	per credit hour	No	\$5	\$15	\$10	200%	\$270	\$405	FY10	To cover increasing costs associate with offering this course
Animal Science Fee	ANSI 1124	per credit hour	No	\$20	\$25	\$5	25%	\$135	\$675	FY18	To cover increasing cost associated with course
Animal Science Fee	ANSI 2332	per credit hour	No	\$25	\$30	\$5	20%	\$135	\$810	N/A	To cover increasing cost associated with course
Animal Science Fee	ANSI 2442	per credit hour	No	\$25	\$30	\$5	20%	\$135	\$810	N/A	To cover increasing cost associated with course
Animal Science Fee	ANSI 3133	per credit hour	No	\$5	\$10	\$5	100%	\$135	\$270	FY18	To cover increasing cost associated with course
Animal Science Fee	ANSI 3234	per credit hour	No	\$5	\$15	\$10	200%	\$270	\$405	FY10	To cover increasing costs associate with offering this course
Animal Science Fee	ANSI 3543	per credit hour	No	\$5	\$15	\$10	200%	\$270	\$405	FY10	To cover increasing costs associate with offering this course
Animal Science Fee	ANSI 3743	per credit hour	No	\$10	\$15	\$5	50%	\$135	\$405	FY18	To cover increasing cost associated with course
Animal Science Fee	ANSI 4433	per credit hour	No	\$10	\$15	\$5	50%	\$135	\$405	FY18	To cover increasing cost associated with course
Animal Science Fee	ANSI 4463	per credit hour	No	\$10	\$15	\$5	50%	\$135	\$405	FY18	To cover increasing cost associated with course
Animal Science Fee	ANSI 4613	per credit hour	No	\$25	\$30	\$5	20%	\$135	\$810	FY18	To cover increasing cost associated with course
Animal Science Fee	ANSI 4713	per credit hour	No	\$20	\$25	\$5	25%	\$135	\$675	FY18	To cover increasing cost associated with course
Animal Science Fee	ANSI 4744	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	FY18	To cover increasing cost associated with course
Animal Science Fee	ANSI 4902	per credit hour	No	\$5	\$15	\$10	200%	\$270	\$405	FY10	To cover increasing costs associate with offering this course
Biology Fee	BIOL 1304	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	FY18	To cover increasing cost associated with course
Biology Fee	BIOL 1404	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	FY18	To cover increasing cost associated with course
Biology Fee	BIOL 1504	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	FY18	To cover increasing cost associated with course
Biology Fee	BIOL 1604	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	FY18	To cover increasing cost associated with course

Biology Fee	BIOL 2104	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	FY18	To cover increasing cost associated with course
Biology Fee	BIOL 2124	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	FY18	To cover increasing cost associated with course
Biology Fee	BIOL 2205	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	FY18	To cover increasing cost associated with course
Biology Fee	BIOL 2213	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	FY18	To cover increasing cost associated with course
Biology Fee	BIOL 3133	per credit hour	No	\$20	\$25	\$5	25%	\$135	\$675	FY18	To cover increasing cost associated with course
Biology Fee	BIOL 3024	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	FY18	To cover increasing cost associated with course
Biology Fee	BIOL 3054	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	FY18	To cover increasing cost associated with course
Biology Fee	BIOL 3133	per credit hour	No	\$20	\$25	\$5	25%	\$135	\$675	FY18	To cover increasing cost associated with course
Biology Fee	BIOL 3344	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	FY18	To cover increasing cost associated with course
Biology Fee	BIOL 3464	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	FY18	To cover increasing cost associated with course
Biology Fee	BIOL 4014	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	FY18	To cover increasing cost associated with course
Biology Fee	BIOL 4113	per credit hour	No	\$10	\$15	\$5	50%	\$135	\$405	FY18	To cover increasing cost associated with course
General Chemistry Fee	CHEM 3025	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	FY18	To cover increasing cost associated with course
General Chemistry Fee	CHEM 3315	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	FY18	To cover increasing cost associated with course
General Chemistry Fee	CHEM 3325	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	FY18	To cover increasing cost associated with course
General Chemistry Fee	CHEM 4024	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	FY18	To cover increasing cost associated with course
General Chemistry Fee	CHEM 4034	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	FY18	To cover increasing cost associated with course
General Chemistry Fee	CHEM 4405	per credit hour	No	\$15	\$20	\$5	33%	\$135	\$540	FY18	To cover increasing cost associated with course
College of Business and Technology											
Business & Technology Fee	ACCT 2103	per credit hour	No	10.00	\$15	\$5	50%	\$135	\$405	FY18	To cover increasing cost associated with course
Business & Technology Fee	ACCT 2203	per credit hour	No	10.00	\$15	\$5	50%	\$135	\$405	FY18	To cover increasing cost associated with course
Business & Technology Fee	ACCT 3203	per credit hour	No	10.00	\$15	\$5	50%	\$135	\$405	FY18	To cover increasing cost associated with course
Business & Technology Fee	ACCT 3303	per credit hour	No	10.00	\$15	\$5	50%	\$135	\$405	FY18	To cover increasing cost associated with course
Business & Technology Fee	ACCT 3403	per credit hour	No	10.00	\$15	\$5	50%	\$135	\$405	FY18	To cover increasing cost associated with course
Business & Technology Fee	ACCT 3503	per credit hour	No	10.00	\$15	\$5	50%	\$135	\$405	FY18	To cover increasing cost associated with course
Business & Technology Fee	ACCT 4000	per credit hour	No	10.00	\$15	\$5	50%	\$135	\$405	FY18	To cover increasing cost associated with course
Business & Technology Fee	Acct 4013	per credit hour	No	15.00	\$20	\$5	33%	\$135	\$540	FY18	To cover increasing cost associated with course
Business & Technology Fee	Acct 4023	per credit hour	No	15.00	\$20	\$5	33%	\$135	\$540	FY18	To cover increasing cost associated with course
Business & Technology Fee	ACCT 4033	per credit hour	No	10.00	\$15	\$5	50%	\$135	\$405	FY18	To cover increasing cost associated with course

[illegible]

Liberal Arts Fee	MUSI 2553	per credit hour	No	\$10	\$20	\$10	100%	\$270	\$540	FY18	To cover increasing cost associated with course
Liberal Arts Fee	MUSI 3332	per credit hour	No	\$10	\$20	\$10	100%	\$270	\$540	FY18	To cover increasing cost associated with course
Liberal Arts Fee	MUSI 3342	per credit hour	No	\$10	\$20	\$10	100%	\$270	\$540	FY18	To cover increasing cost associated with course
Liberal Arts Fee	MUSI 3363	per credit hour	No	\$10	\$20	\$10	100%	\$270	\$540	FY18	To cover increasing cost associated with course
Liberal Arts Fee	MUSI 3563	per credit hour	No	\$10	\$20	\$10	100%	\$270	\$540	FY18	To cover increasing cost associated with course
Liberal Arts Fee	MUSI 3612	per credit hour	No	\$10	\$20	\$10	100%	\$270	\$540	FY18	To cover increasing cost associated with course
Liberal Arts Fee	MUSI 3622	per credit hour	No	\$10	\$20	\$10	100%	\$270	\$540	FY18	To cover increasing cost associated with course
Liberal Arts Fee	MUSI 3632	per credit hour	No	\$10	\$20	\$10	100%	\$270	\$540	FY18	To cover increasing cost associated with course
Liberal Arts Fee	MUSI 3713	per credit hour	No	\$10	\$20	\$10	100%	\$270	\$540	FY18	To cover increasing cost associated with course
Liberal Arts Fee	MUSI 3723	per credit hour	No	\$10	\$20	\$10	100%	\$270	\$540	FY18	To cover increasing cost associated with course
Liberal Arts Fee	MUSI 3733	per credit hour	No	\$10	\$20	\$10	100%	\$270	\$540	FY18	To cover increasing cost associated with course
Liberal Arts Fee	MUSI 4000	per credit hour	No	\$10	\$20	\$10	100%	\$270	\$540	FY18	To cover increasing cost associated with course



Academic Program Review Report

Executive Summary

2018-2019

Introduction

The purpose of academic program review is to guarantee improvement and to ensure all programs and course offerings support the mission of Oklahoma Panhandle State University and align to the institution's Strategic Plan. The program review process at OPSU is set forth in the Annual Assessment Plan and includes a four year cycle where all programs are evaluated by departmental faculty and leadership, and then by peer review of faculty outside of the subject and program area and key stakeholders. These data are compiled together with annual assessment of student learning and general education outcomes, along with institutional research by the Office of Academic and Student Affairs for formal recommendation to maintain, interim suspend, or discontinue a program.

Summary of Results

A key summary of findings and recommendations for the program reviews completed in the Fall of 2018 are presented below. Overall, the majority of programs analyzed fell into three categories, general education serving programs, programmatically accredited programs, and specialized plans of study. General education serving programs are those programs that provide courses for all plans of study as required by the general education curriculum. The programs, such as History and Business, provide faculty and courses that are required for all students as part of their general education curriculum; therefore offering these programs as unique plans of study requires fewer or no additional faculty to support the program. The second category of programs evaluated include Nursing and Education, which are programs that have an external programmatic accreditor. These plans of study are evaluated by national, peer review teams as part of their accreditation process. The final group of programs are specialized plans of study that are central to the mission of OPSU and the quality and character of education and the student experience at our institution.

Overall, the programs evaluated in 2018 were found to be excellent, with appropriately qualified faculty, good student experiences, and effective use of resources. Some programs are recommended to improve record keeping regarding student outcomes, and many are recognized as providing exceptionally qualified faculty and student experiences. One program, the Associate of Arts in General Studies is recommended for interim suspension. This recommendation is based on the analysis of the program review committee, office of Assessment, and the academic administration. This plan of study is duplicative, as an Associate of Science in General Studies better serves the true program of general education and has resulted in the formal recommendation to evaluate all associate programs of study to ensure appropriate course sequencing and progression to either baccalaureate study or workforce. All other programs reviewed in 2018 are recommended to maintain at current levels, with no additional impact to the operating budgets of these programs. A summary table of the programs reviewed, their centrality to the mission of OPSU, key finding, formal recommendation and related costs are presented below.

Academic Program Review Summary of Results 2018

Program Reviewed	Key Finding	Recommendation	Costs Associated with Recommendation
Agriculture, A.S.	The program provides exceptionally qualified faculty and hands on experiences for students. The program can improve data analysis and record keeping.	Maintain at current level.	No additional costs associated with formal recommendation.
Animal Science, B.S.	The program provides exceptionally qualified faculty and hands on experiences for students. The program can improve scheduling to provide proper course sequencing.	Maintain at current level.	No additional costs associated with formal recommendation.
Business Administration, A.S.	The program provides general education courses, and draws many interested majors. The program may improve progression to baccalaureate program upon completion of associate.	Maintain at current level, but reorganize to align with Business Administration, B.B.A.	No additional costs associated with formal recommendation.
Business Administration, B.B.A.	The program is strong, but could expand existing economics and marketing offerings with future faculty from more diverse academic backgrounds.	Maintain at current level.	No additional costs associated with formal recommendation.
Elementary Education, B.S.	The program has undergone exceptional growth and success in programmatic accreditation. Faculty are qualified and the program is very well regarded.	Maintain at current level.	No additional costs associated with formal recommendation.

Academic Program Review Summary of Results 2018 continued

Program Reviewed	Key Finding	Recommendation	Costs Associated with Recommendation
General Studies, A.A.	This program is less desirable for student outcomes than a more specialized plan of study which correlates with a baccalaureate degree or workforce upon completion.	Interim suspension for program due to strategic development of associate programs designed to align with baccalaureate programs.	No reduced costs associated with formal recommendation as there are no faculty or budgets specifically dedicated to this program.
General Studies, A.S.	The program includes a large number of hours in excess of general education requirements.	Maintain at current level, but reorganize to promote increased enrollment in subject specific associate programs. Reduce number of hours to promote degree completion.	No additional costs associated with formal recommendation.
Health and Physical Education, B.S.	The program enjoys large enrollment and diverse experiences with a variety of adjunct faculty. Improved sequencing and state approval for teacher certification would improve student outcomes.	Maintain at current level.	No additional costs associated with formal recommendation.
History, B.A.	The program enjoys strong faculty roster and provides exceptional preparation in excess of general education requirements.	Maintain at current level.	No additional costs associated with formal recommendation.
Nursing, B.S.N.	The program has many strengths, including innovative class design, online delivery, exceptional faculty, and increasing enrollment.	Maintain at current level.	No additional costs associated with formal recommendation.



Oklahoma Panhandle State University
PO Box 430
Goodwell, OK 73939

COVERAGE and COST PROPOSAL
2018-19 Basic Athletic Accident Insurance

Underwritten By: *Mutual of Omaha Insurance Company*
Rated: A+ (Superior) by A.M. Best

Plan Outline: Insured participants are all student athletes, student managers, student trainers, student coaches, student cheerleaders, dance & drill teams and mascots if listed in the sports census section for bodily injury sustained during an athletic event or other activity which is authorized by, organized by, and supervised by an official representative of the Policyholder, including practices, games, off-season body conditioning and related covered travel. In addition, prospective athletes and their chaperones are covered for activities during or directly related to an official visit for which the athlete was invited by the Policyholder.

For student cheerleaders, dance & drill teams and mascots coverage is only effective for activities performed as part of an intercollegiate sports team.

Claims will be paid *EXCESS* of all other insurance for expenses incurred within the benefit period.

This is a general summary of the insurance. All standard provisions, limitations and exclusions of proposed insurance benefits are outlined in a specimen policy that is available upon request. If there is any conflict between the proposal and the policy, policy provisions will prevail.

Partnered With:





Plan Limits:	Accidental Medical Expense Maximum	\$	25,000
	Accidental Death and Dismemberment	\$	15,000
	Air Travel Aggregate	\$	1,000,000
	Policy Type		Excess
	Deductible (Reducing)		See Below
	Air or Ground Ambulance		100% of U&C
	Orthopedic Appliance (Maximum)		100% of U&C
	Physical Therapy (Maximum)		100% of U&C
	Dental Benefit		Incl. in Maximum
	Off-Season Conditioning		Included
	Heart/Circulatory Death Benefit		Included
	Expanded Medical Benefit		Included
	Coordination with HMO/PPO		Included
	Re-injury Benefit		Included
	Benefit Period		104 Weeks
	Incurring Period for First Expense		90 Days
	Coverage Term		Annual
	Proposed Effective Date		August 1, 2018

Sports Census:	Covered Sports Activities	Men	Women
	BASEBALL	40	0
	BASKETBALL	20	20
	CHEERLEADERS	5	19
	CROSS COUNTRY RUNNING	7	7
	FOOTBALL, FALL	130	0
	FOOTBALL, SPRING	70	0
	GOLF	7	7
	SOFTBALL	0	22
	STUDENT MANAGERS	2	2
	STUDENT TRAINERS	2	2
	VOLLEYBALL	0	20
	JV Baseball	30	0
	TOTAL	313	99

WE RESERVE THE RIGHT TO ADJUST THE PREMIUM IF THERE ARE CHANGES WITHIN
 THE SPORTS COVERED AND/OR THE CENSUS INFORMATION.



Plan Administration: Claims Administered by
Claims Customer Service Representative

Relation
KS Call Center
877.246.6997

Plan Cost:	<u> X </u>	\$5,000 Deductible (Reducing)	\$37,798
	<u> </u>	\$4,500 Deductible (Reducing)	\$38,936
	<u> </u>	\$4,000 Deductible (Reducing)	\$40,361
	<u> </u>	\$3,500 Deductible (Reducing)	\$41,830
	<u> </u>	\$3,000 Deductible (Reducing)	\$43,211
	<u> </u>	\$2,500 Deductible (Reducing)	\$44,791

More deductible options may be available upon request.

Acceptance:

The benefits, conditions and premium within this proposal are valid until August 1, 2018. If this proposal is acceptable please sign the Participant Accident Insurance Application (form SR2014 APP). If the Application is received by Mutual of Omaha at its Home Office after August 1, 2018 Mutual of Omaha reserves the right to withdraw or revise this proposal. If the Application is approved, insurance will become effective on the requested effective date in the Application, unless Mutual of Omaha sends written notice of a different effective date. If an authorized representative at Mutual of Omaha's Home Office does not approve the Application, no insurance is in effect at any time and any premium payment received will be returned.

In accordance with the Producer Licensing Model Act (PLMA), Section 9 of Act 1697 of 2005, Relation discloses to you, the potential client, that we will receive a portion of the quoted premium as commission from Mutual of Omaha Insurance Company in exchange for providing services to you on their behalf.

Presented by:



Janice Briggs
Senior Vice President
Relation Insurance Services
P.O. Box 25936 Overland Park, KS 66225
800.955.1991 x 5614 office | 913.754.5614 direct
913.706.1363 cell | 913.214.9137 direct fax
www.relationinsurance.com website

MUTUAL OF OMAHA INSURANCE COMPANY
Mutual of Omaha Plaza
Omaha, NE 68175



Mutual of Omaha
Home Office Use Only
Policy Number(s):

Participant Accident Insurance Application

Applicant (Full Legal Name) Oklahoma Panhandle State University

Address PO Box 430

City Goodwell

State OK

Zip 73939

Requested Effective Date 08/01/2018

If this application is approved, insurance will become effective on the requested effective date, unless Mutual of Omaha Insurance Company sends written notice of a different effective date.

ACKNOWLEDGEMENT AND SIGNATURE

All statements in this application and any claims experience data provided to Mutual of Omaha Insurance Company are true and complete and will be relied upon by Mutual of Omaha Insurance Company to determine whether to issue a policy. Such statements and claims experience data, along with the group insurance proposal from Mutual of Omaha Insurance Company, are the basis for any policy issued by Mutual of Omaha Insurance Company. Any incomplete, incorrect or misleading statements or data may void this application and any issued policy as of the effective date.

If an authorized representative at Mutual of Omaha Insurance Company's Home Office does not approve this application, no insurance is in effect at any time and any premium payment received will be returned.

This application is submitted with a premium payment of \$ 55,188

Signature of Applicant's Authorized Representative

Carol Hill

Typed or Printed Name of Authorized Representative

Carol Hill

Title Purchasing Coordinator

Date

7/9/2018

Name of broker, agent and/or insurance agency

Fraud Warning: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, may be guilty of a crime and may subject such person to criminal and civil penalties.

Arkansas, District of Columbia, Louisiana, New Mexico, West Virginia Fraud Warning: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

California Fraud Warning: For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

SR2014 APP

Colorado Fraud Warning: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Deleware, Florida, Oklahoma Fraud Warning: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kansas Fraud Warning: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, may be guilty of a crime and may subject such person to criminal and civil penalties as determined by a court of law.

Maine, Tennessee, Virginia, Washington Fraud Warning: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Maryland, Oregon, Rhode Island Fraud Warning: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey Fraud Warning: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New York Fraud Warning: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio Fraud Warning: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
GOODWELL, OKLAHOMA APPROVING AN AGREEMENT WITH
OKLAHOMA PANHANDLE STATE UNIVERSITY AND DEDICATING
REAL PROPERTY FOR PUBLIC PARK PURPOSES

WHEREAS, the Town of Goodwell owns a tract of real property described as Tract A (a/k/a/ Block A) Kelly Addition to the Town of Goodwell, Oklahoma (the Property), a substantial portion of which is not required for town purposes; and

WHEREAS, Oklahoma Panhandle State University (OPSU) has requested that the Property be deeded to OPSU for development and maintenance of a public park at the expense of OPSU; and

WHEREAS, OPSU has agreed that in the event the Property ceases to be used for public park purposes it's ownership will revert to the Town of Goodwell; and

WHEREAS, development of the Property will benefit the citizens and residents of the Town of Goodwell and the Town Board of Trustees has agreed to grant the request of OPSU subject to the terms stated herein.

NOW, THEREFORE, be it resolved by the Board of Trustees of the Town of Goodwell that the above described real property shall be deeded by the Town of Goodwell to OPSU for the use, development and maintenance of a public park subject to the outstanding leasehold interest of the Goodwell Public Works Authority, an Oklahoma Public Trust, and the outstanding security interest and lien of Anchor D Bank; and less and except an easement reserved to the Town of Goodwell and the Goodwell Public Works Authority for the portion of the property occupied by water production, storage, transportation and distribution system and related facilities and equipment together with the right of egress and ingress to said facilities for maintenance, repair, replacement or improvement of said facilities. Provided further that in the event the use of the Property for public park purposes is discontinued and terminated, the fee simple title to said real property shall revert to the Town of Goodwell and all right title and interest of OPSU in said real property shall terminate.

Upon acceptance of the terms of this resolution by the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges, acting for and on behalf of Oklahoma Panhandle State University, the Mayor of the Town of Goodwell will execute a deed in accordance with the terms of this resolution.

Dated this ____ day of January, 2019.

BOARD OF TRUSTEES OF THE TOWN OF
GOODWELL, OKLAHOMA

By _____
Allen Weissinger, Mayor

ATTEST:
(seal)

Laura Kelly, Town Clerk

ACCEPTANCE

The Board of Regents for the Oklahoma Agricultural and Mechanical Colleges, acting for and on behalf Oklahoma Panhandle State University, hereby accepts the terms of the foregoing Resolution No. _____.

Dated this ____ day of _____, 2019.

Board of Regents for the Oklahoma
Agricultural and Mechanical Colleges

By: _____
Regent Calvin Anthony, Chairman

DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT the Town of Goodwell, a municipal corporation, GRANTOR, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges, acting for and on behalf of Oklahoma Panhandle State University, whose address is 5th Floor, Student Union, Oklahoma State University, Stillwater, OK 74078, GRANTEE, the following described real property and premises situate in Texas County, State of Oklahoma, to wit:

Tract A (a/k/a Block A), Kelly Addition to the Town of Goodwell, Texas County, Oklahoma.

Provided, however, the described property shall be used exclusively for public park purposes. In the event the use of the property for public park purposes is discontinued and terminated, the fee simple title to said real property shall revert to the Town of Goodwell and all right, title and interest of the Grantee shall terminate.

Grantor makes no warranty or representations, express or implied, or arising by operation of law, regarding the property described in this Deed, including, without limitation, any warranty of title, condition, habitability, merchantability or fitness for a particular purpose.

This conveyance is subject to easements, rights-of-way, encumbrances, prior reservations or conveyances of oil, gas and other minerals and oil and gas leases of record, if any, together with all and singular the hereditaments and appurtenances thereunto belonging and including the outstanding leasehold interest of the Goodwell Public Works Authority, an Oklahoma Public Trust, and the outstanding security interest and lien of Anchor D Bank.

TO HAVE AND TO HOLD the said described property to Grantee subject to the terms of this conveyance.

Dated this ____ day of _____, 2019.

THE TOWN OF GOODWELL

By _____
Allen Weissinger, Mayor

STATE OF OKLAHOMA, COUNTY OF TEXAS, SS:

The foregoing instrument was acknowledged before me this ____ day of _____ 2019, by **ALLEN WEISSINGER, MAYOR, THE TOWN OF GOODWELL.**

(seal)

Notary Public

My Commission Expires: _____



AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT is made between the American Medical Response company ("Company") and the School set out on the signature page of this Agreement.

WHEREAS, OKLAHOMA PANHANDLE STATE UNIVERSITY is a program which offers a program of instruction leading to certification or licensure of its students as Emergency Medical Technician, Emergency Medical Technician-Paramedic and other, similar health care and pre-hospital providers ("Students");

WHEREAS, As a part of the licensing and /or certification requirements Students must complete a course of study including clinical experience ("Clinical Experience") on an ambulance providing the appropriate level of care and operating in normal service;

WHEREAS, Company is a provider of emergency medical service, including both advanced life support and basic life support pre-hospital care and transport;

WHEREAS, Company has agreed to assist OKLAHOMA PANHANDLE STATE UNIVERSITY by providing a limited Clinical Experience for Students, upon certain terms and conditions, so long as its participation in the program does not jeopardize patient care or compromise Company's standards of service to its patients and clients.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TERM.

1.1. Commencement Date. This agreement shall become effective when signed by all of the parties and completion of the written approval and certification contemplated in paragraph 2.2, 2.3 and 2.4. This agreement shall be for a term of twenty-four (24) months from the effective date ("Effective Date") as set forth on the signature page. Any renewal shall be set forth in a writing signed by the parties.

1.2. Termination. This agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party as provided herein.

2. RIGHTS AND OBLIGATIONS OF OKLAHOMA PANHANDLE STATE UNIVERSITY.

2.1. OKLAHOMA PANHANDLE STATE UNIVERSITY's Accreditation. OKLAHOMA PANHANDLE STATE UNIVERSITY shall maintain a qualified educational program for Students designed

to provide a smooth transition into licensure/certification of Students as Emergency Medical Technicians, Emergency Medical Technician-Paramedics or other similar pre-hospital health care providers. OKLAHOMA PANHANDLE STATE UNIVERSITY's program shall include programming, administration, matriculation, promotion and graduation and shall be approved or accredited by relevant licensing/certifying agencies in the state(s) and county(ies) in which OKLAHOMA PANHANDLE STATE UNIVERSITY resides and in which the program contemplated herein is to operate.

2.2. Approval by Licensing/Certifying Agency(ies). OKLAHOMA PANHANDLE STATE UNIVERSITY shall secure from all relevant licensing/certifying agencies written approval for the Clinical Experience program contemplated herein and shall maintain such approval throughout the course of the program. OKLAHOMA PANHANDLE STATE UNIVERSITY shall provide Company with a copy of the written approval and applicable guidelines or protocols applicable to the program before assigning a Student to the Clinical Experience program.

2.3. Student Licensure/Certification. OKLAHOMA PANHANDLE STATE UNIVERSITY shall ensure that each Student enrolled in the clinical program is compliant with any licensure certification required for participation in this program, which may include, but is not limited to state EMT and CPR credentials or any provisional licensure/certification. OKLAHOMA PANHANDLE STATE UNIVERSITY shall provide Company with a copy of the requisite licensure and or certification for any Student enrolling in the Clinical Experience before the Student is allowed to participate in the program unless, the licensing/certifying agencies advise OKLAHOMA PANHANDLE STATE UNIVERSITY and Company, in writing, that licensure/certification is not required and the Clinical Experience program is approved under all applicable, or potentially applicable, laws and regulations.

2.4. Approval by Doctor or Agency Having Medical Control. If applicable, OKLAHOMA PANHANDLE STATE UNIVERSITY will secure from the doctor or agency having medical control in the state(s) or county(ies) in which program will operate, written approval for the Clinical Experience. Such written approval shall, at a minimum, define the scope of practice and required supervision of any Student participating in the course of clinical education. OKLAHOMA PANHANDLE STATE UNIVERSITY will provide Company with a copy of the approval contemplated in this paragraph before assigning any Student to the clinical program.



AFFILIATION AGREEMENT

2.5. Records. OKLAHOMA PANHANDLE STATE UNIVERSITY will keep and maintain accurate records for all Students participating in the Clinical Experience. The records will include the Students transcript, licensure or certification, temporary license or certification (if applicable), pre-assessment health record, and record of history / vaccination / immunization as set forth in paragraph 2.8 hereof. OKLAHOMA PANHANDLE STATE UNIVERSITY will maintain the records for a period of at least four (4) years (or any greater period as may be required by applicable) from the date Student completes, or ceases to participate in, the Clinical Experience contemplated herein.

2.6. List of Participants, Qualifications, Objectives and Representations. OKLAHOMA PANHANDLE STATE UNIVERSITY will notify Company at least thirty (30) days prior to the inception of a course of Clinical Experience of the names, qualifications and performance objectives for each Student scheduled to begin their Clinical Experience. Inclusion by OKLAHOMA PANHANDLE STATE UNIVERSITY of a Student's name on this list is OKLAHOMA PANHANDLE STATE UNIVERSITY's representation that the Student possesses the necessary skills, licensure/certification and immunizations to engage in the Clinical Experience. The OKLAHOMA PANHANDLE STATE UNIVERSITY shall comply with any requirements or procedures that Company requires regarding documentation to verify the Student's qualifications for the Clinical Experience.

2.7. Company Rules and Regulations. OKLAHOMA PANHANDLE STATE UNIVERSITY will use all reasonable efforts to cause Students to comply with Company's policies, procedures, work rules and regulations, including preservation of the confidentiality of patient care and patient care records. OKLAHOMA PANHANDLE STATE UNIVERSITY will, prior to allowing a Student to participate in the Clinical Experience, review patient confidentiality as well as the Company's policies, procedures, work rules and regulations with Student and secure Student's agreement to abide by all such rules and regulations.

2.8. Pre-assignment Health Assessment. OKLAHOMA PANHANDLE STATE UNIVERSITY will cause Student to complete a pre-assignment health assessment, at Student's or OKLAHOMA PANHANDLE STATE UNIVERSITY's expense, which includes, but is not limited to: history of communicable diseases and immunizations, proof of

tetanus vaccination or immunization, proof of Hepatitis B vaccination or executed declination and waivers of the Hepatitis B vaccination by the Student, proof of MMR vaccination, respiratory certification by a physician and PPD test. OKLAHOMA PANHANDLE STATE UNIVERSITY will provide proof of satisfactory completion/vaccination to Company upon request. Inclusion of a Student's name on the list referenced in paragraph 2.6 is OKLAHOMA PANHANDLE STATE UNIVERSITY's representation that Student has completed the pre-assignment assessment and is physically able to perform the tasks associated with the program.

2.9. OSHA Compliance. Prior to allowing Student to enroll in the course of clinical experience, OKLAHOMA PANHANDLE STATE UNIVERSITY will educate and train Student in compliance with all relevant and required OSHA regulations including, but not limited to, Blood-borne Pathogens Standard and TB Standard.

2.10. Personal Protective Equipment. OKLAHOMA PANHANDLE STATE UNIVERSITY shall provide Student with all necessary personal protective equipment, including fitting, as is, or may be, required by OSHA or other regulatory agency as required in locale of Company prior to assignment to the Clinical Experience. Such equipment may include: safety glasses, face shields and particulate respirators. OKLAHOMA PANHANDLE STATE UNIVERSITY recognizes and will inform Student that this equipment must be in the possession of the Student as a condition of their participation in the program. Failure to possess and use the required OSHA equipment will result in Student's dismissal from the program.

2.11. Assistance in Obtaining Signatures and Compliance. OKLAHOMA PANHANDLE STATE UNIVERSITY recognizes that its Students have certain obligations and will be required to execute certain documentation in order to be eligible to participate in the program. OKLAHOMA PANHANDLE STATE UNIVERSITY shall assist Company in obtaining any necessary signatures and ensuring Student compliance with Company rules and this agreement including, but not limited to, those contained in part 3 of this agreement.

2.12. Evaluation of Performance. OKLAHOMA PANHANDLE STATE UNIVERSITY, in conjunction with Company personnel, is responsible for and shall make arrangements for evaluating Student's performance during the clinical program.



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2.13. Minimum Age of Participants. OKLAHOMA PANHANDLE STATE UNIVERSITY and Company will only allow Students that are at least eighteen (18) years of age to participate in this program. Inclusion of a Student's name on the list referenced in paragraph 2.6 is OKLAHOMA PANHANDLE STATE UNIVERSITY's representation that Student is at least eighteen years of age.

3. STUDENT OBLIGATIONS AND REQUIREMENTS.

3.1. Release. Student will, prior to participating in the clinical experience, read, understand and sign Company's internal ride-along waiver releasing Company from any and all liability and/or responsibility arising out of Students participation in the Clinical Experience. This release of claims must be executed, and on file with the Company, prior to Student participation in the program. The release is a condition precedent to Student's participation in the clinical experience and no Student will be permitted on a Company vehicle without having signed the release. The release is attached hereto and made a part hereof as Exhibit A.

3.2. Pre-assignment Health Assessment. Student shall complete a pre-assignment health assessment as set forth in paragraph 2.8 hereof.

3.3. Company Rules and Patient Confidentiality. Student shall comply with Company's procedures, policies, rules and regulations, including maintenance of patient and records confidentiality. Students, while participating in the clinical program, on Company property or in a Company vehicle, must meet all standards of appearance and conduct required by Company of its own employees. Student shall comply with all applicable OSHA rules or regulations. Student shall have in their possession at all times when on board a Company vehicle personal protective equipment and use such equipment when, as and where designated by Company personnel. Any information generated as a result of the activities set forth in this agreement, including information regarding patients or business activities of AMR, as well as any information regarding the students and their performance or the Training Program itself, shall remain confidential. Students will be required to sign an acknowledgement of their understanding of the mandates for confidentiality as imposed by the US Health Insurance Portability and Accountability Act of 1996 (HIPAA); the U.S. Privacy Act of 1974 and any applicable state laws.

3.4. Student Intern Agreement. Student will read and execute the student intern agreement. Execution of the student intern agreement is a condition precedent to participation in the Clinical Experience program. The student intern agreement is attached hereto and made a part hereof as Exhibit A.

4. COMPANY RIGHTS AND OBLIGATIONS.

4.1. Company Rules. Company requires Students, while participating in the clinical program, on Company property or in a Company vehicle, to meet all standards of appearance and conduct required by Company of its own employees. Company reserves the right to refuse to allow any Student to participate in the clinical program for failure to comply with Company standards.

4.2. Student's Skill Level. Company reserves the right to discontinue Student's participation in the program should Company, in its sole discretion, determine that Student's skill level is substandard. Company will immediately advise OKLAHOMA PANHANDLE STATE UNIVERSITY of any such concerns or situations.

4.3. Orientation Program. Company may require Student to attend an orientation program designed to orient Student to Company's rules regulations and policies prior to beginning their Clinical Experience. The details and procedures for the orientation program shall be in the Company's sole discretion.

4.4. Company's Control of Patient Care. Company reserves the right to determine where, when and if a Student may participate in the provision of care to its patients. Company will endeavor to utilize Student, and allow them to utilize as many of their skills in as many situations as possible. However, patient care is paramount and Student shall follow Company's instructions with respect to the provision of patient care.

4.5. Right to Control Participation. Company reserves the right to refuse to allow any Student to participate in the provision of care at the scene of an emergency where, in company's sole discretion, permitting Student to participate would endanger the Student, a patient or an employee of Company or otherwise be inappropriate.

4.6. Student Evaluations. Company will cooperate with OKLAHOMA PANHANDLE STATE UNIVERSITY in performing evaluations of Student's clinical experience.



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- 4.7. Provision of Clinical Experience.** Company will provide a Clinical Experience for the OKLAHOMA PANHANDLE STATE UNIVERSITY's Students in compliance with the guidelines, protocols, scope of practice provided by the licensing/certifying agency and in accord with the instructions of the Doctor or Agency having Medical Control. The number of Students that Company accepts into the Clinical Experience shall be determined in the Company's sole and absolute discretion.

5. INDEMNIFICATION

- 5.1. Indemnity for Third Party Claims.** OKLAHOMA PANHANDLE STATE UNIVERSITY will save, defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates and representatives of and from any and all claims, suits, costs and actions arising out of the provision of the Clinical Experience. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement, provided however, that this indemnity is not intended to cover claims against Company arising solely out of Company's own negligence or intentional conduct.

- 5.2. Indemnity for Student Claims.** OKLAHOMA PANHANDLE STATE UNIVERSITY will save, defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates and representatives of and from any and all claims, suits, costs and actions brought by any Student, or their heirs, against company arising out of their participation in this program or by any patient claiming that the negligence of Student caused, compounded or exacerbated their injuries. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement; provided, however, that this indemnity is not intended to cover claims against Company arising solely out of Company's own negligence or intentional conduct.

- 5.3. Scope of Indemnification.** OKLAHOMA PANHANDLE STATE UNIVERSITY will save, defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates and representatives of and from all potential claims, actions, risks and costs incurred related to, or resulting from, the Students' participation in the Clinical Experience program and Students' exposure to the pre-hospital environment including actions brought by patients/clients of Company where it is alleged that Students participation adversely impacted a

patient/client outcome or condition. The risks include, but are not limited to, automobile accidents, assault, and injury from lifting, high speed driving, exposure to infectious/contagious diseases such as hepatitis, HIV, TB, malpractice and measles. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement, provided however, that this indemnity is not intended to cover claims against Company arising solely out of Company's own negligence or intentional conduct.

- 5.4. Defense Obligation.** In any action in which OKLAHOMA PANHANDLE STATE UNIVERSITY is obligated to provide Company with a defense, OKLAHOMA PANHANDLE STATE UNIVERSITY shall at its cost and expense, fully and diligently defend Company against any claims brought, investigations undertaken or actions filed which concern claims for which Company is entitled to indemnification under paragraphs 5.1, 5.2, and 5.3.

6. INSURANCE.

- 6.1. Professional Medical Liability and General Liability Coverage.** OKLAHOMA PANHANDLE STATE UNIVERSITY will maintain Professional Medical Liability and General Liability coverage of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000) aggregate. Coverage must specifically cover Students in the Clinical Experience, working under this agreement and within the course of their training and education during this program. OKLAHOMA PANHANDLE STATE UNIVERSITY will name Company as an Additional Insured under the policy and include an indemnification provision, by endorsement, to be attached to the certificate of insurance. OKLAHOMA PANHANDLE STATE UNIVERSITY will provide Company with written verification of coverage in the form of a certificate of insurance, which will be attached to this agreement. OKLAHOMA PANHANDLE STATE UNIVERSITY covenants to keep the required insurance in force and effect through the term of this agreement and maintain tail coverage for five (5) years thereafter if the coverage was a "claims made" policy.

- 6.2. Endorsement for Student Activities.** OKLAHOMA PANHANDLE STATE UNIVERSITY assures Company that all coverage of insurance required herein includes specific provisions and/or endorsements to include Students within OKLAHOMA PANHANDLE STATE UNIVERSITY's Medical Liability and General



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Liability coverage for all activities conducted under this program.

6.3. Coverage for Student Injuries. OKLAHOMA PANHANDLE STATE UNIVERSITY recognizes that Students are NOT covered by Company's Workers Compensation Insurance or Self Insured Program. OKLAHOMA PANHANDLE STATE UNIVERSITY represents and warrants that it will maintain, or ensure that its Students are covered, for bodily injury and disease should any Student be injured or become ill during the course of their Clinical Experience. OKLAHOMA PANHANDLE STATE UNIVERSITY will provide Company with a written verification of insurance coverage in the form of a certificate of insurance which will be attached to this agreement.

6.4. Amount of Coverage Not a Limitation. The amount of insurance required hereunder shall not limit OKLAHOMA PANHANDLE STATE UNIVERSITY's liability nor relieve OKLAHOMA PANHANDLE STATE UNIVERSITY of any obligation hereunder.

6.5. Minimum Qualifications of Insurer. Any policies of insurance shall be maintained with insurance companies: (i) holding a "General Policyholder's Rating" of AIV or better, as set forth in the most current issue of "Best's Insurance Guide," or comparable rating from reputable rating organizations; (ii) licensed to operate and sell insurance in the state in which the Clinical Experience will occur; and (iii) in good standing and admitted, if applicable, with the state's Department of Insurance or other similar regulatory agency in the state in which the Clinical Experience will occur.

7. NOTICES.

7.1. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

School: **Oklahoma Panhandle State University**

**304 NW 5th
Guymon, OK 73942
Officer: 580-338-1380
Fax: 580-338-1321**

With Mandatory Copy to:

**Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, Colorado 80111**

8. Fees, Compensation and Tuition

8.1. Fees, Compensation and Tuition. Any fees, compensation and tuition that Company shall receive will be set forth in Exhibit B.

9. Scope of Clinical Experience

9.1. Scope of Clinical Experience. The specific scope of the Clinical Experience that the Company shall provide will be set forth in Exhibit C.

10. MISCELLANEOUS.

10.1. Miscellaneous. This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the State of the principal office of the OKLAHOMA PANHANDLE STATE UNIVERSITY, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) this Agreement shall not be effective until executed by both parties. In the event of a disagreement between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.



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11. Other.

11.1. Compliance with Laws. The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute.

11.2. Compliance Program and Code of Conduct. AMR has made available to the OKLAHOMA PANHANDLE STATE UNIVERSITY a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and the OKLAHOMA PANHANDLE STATE UNIVERSITY acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute

11.3. Non-Exclusion. Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.



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IN WITNESS WHEREOF, the parties have hereto executed
this Agreement effective this **11th day of January, 2019.**

Amarillo Medical Services/AMR

By: _____

Robert Saunders

Robert Saunders, Regional Director

Oklahoma Panhandle State University

By: _____

Print Name: _____

Print Title: _____



AFFILIATION AGREEMENT

Exhibit A Student Intern Agreement and Release

Student is enrolled in a course of study at **Insert Name of OKLAHOMA PANHANDLE STATE UNIVERSITY** ("OKLAHOMA PANHANDLE STATE UNIVERSITY") designed to enable Student become a licensed/certified Emergency Medical Technician, Emergency Medical Technician-Paramedic or other similar pre-hospital health care provider. As part of the curriculum, Student has enrolled in the Clinical Experience, which is offered through the OKLAHOMA PANHANDLE STATE UNIVERSITY, with Company's assistance. The Clinical Experience involves: 1) Student's performing acquired pre-hospital skills alongside Company's personnel; and, 2) accompanying and observing the Company's personnel providing emergency and non-emergency ambulance transport, care and related services.

Student has asked to participate in Clinical Experience knowing that participation will require Student to accompany Company personnel in dangerous and potentially life threatening situations. Student realizes that Company could not, and would not, allow Student to accompany its personnel without his/her agreement to: (i) release the company from any and all claims for injury or death which may result from Student's participation in the program; (ii) assume the risk of death or injury associated with the Clinical Experience; (iii) agree to read, understand and follow Company's policies, procedures and guidelines; (iv) act in a professional and respectable manner at all times; and follow the instruction/direction of Company personnel with respect to patient care, demeanor, safety, use of personal protective devices, scene control, etc.

Student understands that he or she is exposing himself or herself to certain risks inherent in the activities associated with the Clinical Experience. Student hereby represents that he or she **AGREES TO ASSUME THE RISKS INHERENT IN THE ACTIVITY**. These risks include, but are not limited to, being hurt or injured: (1) by broken glass (or other scene hazards) including various cuts about the head, face, eyes, hands, legs, and torso; (2) by exposure to tetanus or contagious diseases such as the Hepatitis B virus and the Human Immunodeficiency Virus ("HIV"); (3) injury due to gurney lifts and or drops; (4) injury from slip and fall type incidents; (5) various strains and/or sprains to one and/or all muscle groups; (6) risks associated with emergency vehicle operation; and (7) risks at the scene of

emergencies including assault and battery.

In consideration of Company's agreement to provide the Clinical Experience to Student, Student agrees to release and forever discharge Company and its agents, employees affiliates, parent corporation, successors and assigns of and from all claims, demands, suits, injuries or damages of any kind arising in any way out of the participation in this program.

Student further agrees to: (i) follow Company's policies, procedures and work rules; (ii) follow Company's instruction and direction with respect to patient care, safety, personal protection; and, abide by Company rules and direction. Student understands that failure to follow the Company's direction may result, in Company's sole discretion, in his/her expulsion from the Clinical Experience program.

The OKLAHOMA PANHANDLE STATE UNIVERSITY shall require its students to complete a Criminal Offenders Record Information ("CORI") check. By virtue of this agreement, the OKLAHOMA PANHANDLE STATE UNIVERSITY assures AMR that it found no information that would, in accordance with the provisions of state EMS regulations, preclude the Student from the duties of an EMS provider.

The relationship of field internship Student and AMR is that of a student being provided an educational experience by AMR and such activity shall in no way be construed as creating any other relationship including an employment relationship. The Student shall receive no compensation from AMR for activities during the internship.

AMR has made available to the Student a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and the Student acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute

The Student represents and certifies that he/she has not been convicted of any conduct identified on Schedule "A".



AMERICAN MEDICAL RESPONSE®

AFFILIATION AGREEMENT

The Student further represents and certifies that he/she is not ineligible to participate in Federal health care programs or in any other state or federal government payment program, as provided on Schedule A or otherwise. The Student understands that if DHHS or OIG excludes he/she, from participation in Federal health care programs, he/she party must notify the other party within 5 days of knowledge of such fact, and the AMR may immediately terminate the Agreement.

Student certifies that he/she is at least eighteen (18) years old and is an adult with full legal authority to execute this release.

By Signing this Document You Acknowledge That You Have Been Advised That There Are Risks Inherent in this Type of Activity and Have Decided to Assume That Risk and Release the Company of and from All Liability. You Agree to Release the Company from Any Claims Associated with the Event and That You, Not the Company, Are Assuming Complete and Total Responsibility for and Any and All Injuries, Damages or Losses That You May Suffer as a Result of Participating in the Clinical Experience Program.

I agree to all terms set forth above.

Dated: _____

Signature of Student: _____

Print Name: _____

Attachment "A"

Overview of law regarding exclusion from Medicare and State Health Care Programs 42 U.S.C. 1320a-7

(a) **Mandatory exclusion.** The Secretary shall exclude the following individuals and entities from participation in any Federal health care program (as defined in section 1320a-7b(f) of this title):

(1) **Conviction of program-related crimes.** Any individual or entity that has been convicted of a criminal offense related to the delivery of an item or service under subchapter XVIII of this chapter or under any State health care program.

(2) **Conviction relating to patient abuse.** Any individual or entity that has been convicted, under Federal or State law, of a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service.

(3) **Felony conviction relating to health care fraud.** Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, in connection with the delivery of a health care item or service or with respect to any act or omission in a health care program (other than those specifically described in paragraph (1)) operated by or financed in whole or in part by any Federal, State, or local government agency, of a criminal offense consisting of a felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct.

(4) **Felony conviction relating to controlled substance.** Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, of a criminal offense consisting of a felony relating to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance.

(b) **Permissive exclusion.** The Secretary may exclude individuals and entities from participation in any Federal health care program. These Permissive Exclusions are for misdemeanors of the above (see 42 USC 1320a-7(b)(1-15)) offenses plus other infractions that shall be determined on an individual case-by-case basis.

(NOTE: the DHHS and OIG list of excluded individuals/entities is available through the Internet at <http://www.hhs.gov/oig>).

OKLAHOMA PANHANDLE STATE UNIVERSITY
INSTITUTION

SUMMARY OF OUT-OF-STATE TRAVEL AS OF Nov-18
MONTH

FUND SOURCE	FY19		FY18		FY19		FY18	
	TRAVEL THIS MONTH		CORRESPONDING MONTH		TRAVEL THIS YEAR		CORRESPONDING YEAR	
	NUMBER OF TRIPS	AMOUNT EXPENDED	NUMBER OF TRIPS	AMOUNT EXPENDED	NUMBER OF TRIPS	AMOUNT EXPENDED	NUMBER OF TRIPS	AMOUNT EXPENDED
REVOLVING								
ST APPRO	10	\$ 4,272.31	10	\$2,108.49	36	\$ 13,142.69	37	\$ 9,355.86
FEDERAL					1	\$ 475.00		
PRIVATE								
AUXILIARY	2	612.57	3	\$760.58	15	5,686.48	12	\$ 3,735.16
OTHER								
TOTAL	12	\$ 4,884.88	13	\$2,869.07	52	\$ 19,304.17	49	\$ 13,091.02

OKLAHOMA PANHANDLE STATE UNIVERSITY
INSTITUTION

SUMMARY OF OUT-OF-STATE TRAVEL AS OF Dec-18
MONTH

FUND SOURCE	FY19		FY18		FY19		FY18	
	TRAVEL THIS MONTH		CORRESPONDING MONTH		TRAVEL THIS YEAR		CORRESPONDING YEAR	
	NUMBER OF TRIPS	AMOUNT EXPENDED	NUMBER OF TRIPS	AMOUNT EXPENDED	NUMBER OF TRIPS	AMOUNT EXPENDED	NUMBER OF TRIPS	AMOUNT EXPENDED
REVOLVING								
ST APPRO	7	\$ 2,620.63	4	\$1,382.51	43	\$ 15,763.32	41	\$ 10,973.87
FEDERAL					1	\$ 475.00		
PRIVATE								
AUXILIARY	10	3,822.38	13	\$4,815.37	25	9,508.86	25	\$ 8,550.53
OTHER								
TOTAL	17	\$ 6,443.01	17	\$6,197.88	69	\$ 25,747.18	66	\$ 19,524.40

CONNORS STATE COLLEGE, WARNER, OKLAHOMA

President Ronald Ramming appeared before the Board of Regents to present the business of Connors State College (CSC) and review the Agenda for members of the Board. (The CSC Agenda is attached to this portion of the minutes.)

President Ramming thanked President Hargis and the First Cowgirl for the hospitality last evening. He welcomed Regent Arthur on behalf of the CSC family and said they look forward to working with her.

President Ramming referenced the *Connection*, highlighting stories contained within regarding various CSC events, activities, and student achievements.

C-1 Approval of academic service fees

President Ramming said this item was presented to the Academic Affairs, Policy and Personnel Committee at its meeting this morning.

Regent Link said the Committee met with the CSC administration regarding this item and acted to recommend Board approval.

Regent Link moved and Regent Callahan seconded to approve Item C-1 as presented in the CSC Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

C-2 Approval of Faculty Credential Policy

C-3 Approval of Faculty/Staff Handbook

President Ramming said the Faculty Credential Policy has been reviewed by the Board's Office of Legal Counsel and, if approved, will be added to the Faculty/Staff Handbook. The Higher Learning Commission (HLC) has established strict guidelines for faculty credentials, and the expectation of the institutions is to hire and retain faculty who meet those qualifications. The purpose of this policy is to clearly articulate those expectations as the College prepares for its HLC accreditation visit. (The CSC Faculty/Staff Handbook - Changes and the CSC Faculty/Staff Handbook - Final are collectively on file in the Board of Regents' Office as Doc. No. 2-1-15-19.)

Regent Link moved and Regent Callahan seconded to approve Section C, Items 2 and 3 as presented in the CSC Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

D-1 Approval of personnel actions

Regent Burns moved and Regent Davis seconded to approve Item D-1 as presented in the CSC Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

G-1 Ratification of interim approval to accept gift-in-kind donations

President Ramming said the gift-in-kind donation is to purchase and install turf on the Biff Thompson baseball infield at the Warner campus. This project is funded entirely by private funds; no State funding will be used. He said Coach Perry Keith has worked extremely hard to raise the money to make this project possible.

Regent Link moved and Regent Milner seconded to ratify the interim approval listed in Item G-1 as presented in the CSC Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

Regent Link said CSC received a gift a couple of years ago from the St. Francis Hospital Organization for its nursing program. He asked how that gift has worked for the College and whether the hospital has been approached to make an additional contribution. President Ramming said the original donation was \$500,000, paid in \$100,000 installments each year for five years. Currently, CSC is using those funds to pay the salary of one nursing faculty, as stipends for current nursing staff to increase their salary, and for two scholarships. The funds have been very instrumental in preventing three faculty members from leaving CSC over the summer. He said there have been conversations with the hospital, but there have been some recent changes in leadership at the hospital. He said in the interest of time he will provide more detail to Regent Link at another time.

The business of Connors State College being concluded, President Ramming was excused from the meeting.

CONNORS STATE COLLEGE

Warner, Oklahoma

January 25, 2019

Board of Regents for the Oklahoma A&M Colleges

Dear Board Member:

Subject to budgetary limitations and availability of funds, the following expenditures are submitted for Board approval with purchases to be coordinated through the Board Purchasing Officer, Oklahoma State University. We recommend the following business for your consideration and approval.

A. GENERAL INFORMATION REPORTS REQUIRING NO ACTION BY THE BOARD:

1. Personal Remarks – Dr. Ron Ramming

- Connection

B. RESOLUTIONS:

None

C. POLICY AND OPERATIONAL PROCEDURES:

1. Academic Service Fees

Board approval is requested to implement or increase the attached academic service fees.

2. Faculty Credential Policy

Board approval is requested for the Connors State College Faculty Credential Policy. The attached policy has been reviewed by legal counsel and will be added to the CSC Faculty and Staff Handbook upon approval.

3. Faculty/Staff Handbook

Board approval is requested for the revised Connors State College Faculty/Staff Handbook. The proposed changes to this handbook have been reviewed by Legal Counsel. (*see attached*)

D. PERSONNEL ACTIONS:

1. Request for Change of Position/Salary/Months of Employment

Board approval is requested for the following employment changes:

<u>Employee</u>	<u>Position</u>	<u>Salary</u>	<u>Effective</u>	<u>Assignment</u>	<u>Explanation</u>
Chistina Conner	Director Student Support Services	\$ 44,500	11/12/2018	12 month	Replacement
Sarah McLain	Nursing Instructor	\$ 41,722	01/01/2019	10 month	Replacement

2. Information Requiring No Action by the Board

Barbara Martin, Director of Student Support Services, resigned effective November 30, 2018.

Misty Hull, Nursing Instructor, resigned effective December 31, 2018.

Dr. Anita Thompson, Assoc. VP for External Affairs, resigned effective January 2, 2019.

Mike Deese, Head Softball Coach, resigned effective January 14, 2019.

E. INSTRUCTIONAL PROGRAMS:

None

F. BUDGETARY ACTIONS:

None

G. OTHER BUSINESS AND FINANCIAL MATTERS:

1. Request for Ratification of Interim Approval

Board ratification is requested for the attached Interim Approval, signed December 18, 2018, to accept gift in kind donations in the amount of \$88,127 to purchase and install turf on the Biff Thompson baseball infield on the Warner Campus. Payment for this project will come entirely from private funds and will be paid for and coordinated by the Connors Development Foundation. No state funds will be used for this project.

H. CONTRACTUAL AGREEMENTS (other than construction and renovation)

None

I. NEW CONSTRUCTION OR RENOVATION OF FACILITIES:

None

J. PURCHASE REQUESTS:

None

K. STUDENT SERVICES/ACTIVITIES:

None

L. NEW BUSINESS UNFORESEEN AT TIME AGENDA WAS POSTED:

None

M. INFORMATIONAL MATTERS NOT REQUIRING ACTION OF THE BOARD:

- 1. November 2018 Out-of-State Travel Report (see attached)**
- 2. December 2018 Out-of-State Travel Report (see attached)**
- 3. Second Quarter FY19 F.T.E. Report (see attached)**

Respectfully submitted,



Dr. Ron Ramming
President

Overview of Connors State College Academic Service Fee Increases:

Connors is freezing the majority of fees at their current levels for the 2020 fiscal year with the exception of the Classroom Deferred Facilities Maintenance Fee, Testing-Clinical Service Fee, and the Varsity Athletics Courses Fee. We are establishing one new fee for Prison Enrollment Services.

1. Increasing the Classroom Deferred Facilities Maintenance Fee: The appropriation cuts, including the Section 13 offset cuts of the last four years, have erased our campus rejuvenation capabilities. These must be rebuilt to pace a 20-year turnover of aging infrastructure deterioration.
2. The Varsity Athletics Fee will help offset the increasing costs of equipment and insurance. Insurance has been going up at an increasing rate and has reached \$58K this year.
3. The Nursing Clinical Testing Fee is a pass-through fee to recover actual cost to Connors for those tests. The cost has gone up from \$130/test to \$135/test.
4. The Prison Enrollment Services Fee is a new fee designed to recover the additional/unique overhead driven by the workload of this new education segment. Connors has hired two individuals to process/enroll/advise and submit the financial aid for this group of students.

Institution: Connors State College		Course Number(s)	Assessed	New Fee	Fee \$ Current	Fee \$ Proposed	Fee \$ Change	Fee % Change	New Revenue FY19	Total Revenue FY19	Date Fee Last Chgd	Describe basis for the use of revenue collected:
Name of Fee												
Facility/Equipment Utilization Fees												
Classroom Deferred Facilities Maintenance		All courses	Per Course	No	20.00	35.00	15.00	75%	\$150,960	\$352,240	7/1/2017	The Connors backlog has reached \$6.2M and growing. Over \$3.5M of that backlog is related directly to instructional facilities. The appropriation cuts including the Section 13 offset cuts of the last 4 years have erased our campus rejuvenation capabilities. These must be rebuilt to pace a 20 year turnover of aging infrastructure deterioration.
Varsity Athletics Equipment Usage Indemnity		PHED 1421/2421	Per Course	No	25.00	50.00	25.00	100%	\$10,000	\$10,000	7/1/2010	To help offset the cost of new equipment and insurance liability coverage
Testing-Clinical Service Fees												
Testing-Clinical Service Fees		NURS 1117	Per Course	No	130.00	135.00	5.00	4%	\$180	\$4,860	7/1/2016	These are pass through cost reimbursements
Testing-Clinical Service Fees		NURS 1228	Per Course	No	130.00	135.00	5.00	4%	\$180	\$4,860	7/2/2016	These are pass through cost reimbursements
Testing-Clinical Service Fees		NURS 2137	Per Course	No	130.00	135.00	5.00	4%	\$180	\$4,860	7/3/2016	These are pass through cost reimbursements
Testing-Clinical Service Fees		NURS 2223	Per Course	No	130.00	135.00	5.00	4%	\$180	\$4,860	7/4/2016	These are pass through cost reimbursements
Testing-Clinical Service Fees		NURS 2247	Per Course	No	130.00	135.00	5.00	4%	\$180	\$4,860	7/5/2016	These are pass through cost reimbursements
Other Special Fees												
Prison Enrollment Services Fee		All courses	Per Credit Hour	Yes	0.00	20.00	20.00	N/A	\$84,000	\$84,000	N/A	The second chance Pell grant created a double digit increase in the number of prison students enrolling in college classes. Two full-time positions including a financial aid specialist and enrollment administrator were required just for this program.

Faculty Handbook

Faculty Credential Policy

A. Introduction

The Office of Academic Affairs is dedicated to ensuring that all members of its faculty uphold the recommendations established by the Higher Learning Commission (HLC) and Oklahoma State Regents for Higher Education (OSRHE). Connors State College's policy adheres to the HLC recommendations while abiding by the policy of the OSRHE.

B. Requirements

Faculty member credentials must be appropriate to assigned duties and disciplines, including level of instruction (AA, AS, AAS, Certificate, remedial, etc.).

1. Faculty must hold degrees, certifications, and licenses from institutions accredited by agencies recognized by the U.S. Department of Education such as the Higher Learning Commission or from institutions with comparable status, certification, or recognition in other countries.
2. Faculty members teaching general education core courses are expected to hold at least a master's degree with 18 graduate hours in the teaching field. (A limited number of faculty may hold equivalent documented experience to meet educational qualifications.) See section, Evaluation of Credentials
3. Typically, faculty members teaching remedial/developmental education courses hold a master's degree but must hold a bachelor's degree in the teaching field.
4. Faculty members teaching in occupational skills areas (AAS) must hold at least a bachelor's degree or appropriate industry-related licensure/certification.

C. Full-Time and Part-Time Guidelines

The goal of Connors State College will be to maintain the same guidelines for both full-time and part-time faculty members.

D. Qualifications

Connors State College strives to maintain good practices in determining qualified faculty and as a policy will establish periodic reviews to ensure the minimum qualifications and expectations of all full-time and part-time faculty teaching in all disciplines. An "official" copy of academic transcripts bearing the seal of the college or university should be provided to the CSC Human Resources Office. While the official certified transcript will be housed in the employee's official personnel file in the CSC Human Resources Office, a copy will also be maintained in the office of the Vice President for Academic Affairs.

Qualifications of instructors teaching courses leading to an associate degree require a master's degree in the discipline or related field with a minimum of 18 graduate credits in the subject area; candidates pursuing a master's degree may be considered with the understanding that the degree must be completed expeditiously. The failure of an individual faculty member to maintain satisfactory progress on his or her qualification plan will be considered adequate cause for the college to place the faculty member on probationary status or dismiss him or her from employment.

Full-time and part-time faculty who are working on completing their qualifications must submit updated transcripts at the beginning of each semester. The appropriate Division Chair is responsible for the evaluation of appropriate academic progress.

All references to degrees and semester hours in this and other college documents presume that credit comes from institutions that are fully accredited at the graduate level by one of the recognized regional associations or by another federally recognized specialized accrediting body. Degrees and courses from foreign institutions must come from institutions generally acknowledged to meet requirements equivalent to regional accreditation in the U.S.A.

Faculty with advanced degrees from foreign institutions must have their credentials evaluated and translated by a National Association of Credential Evaluation Services (NACES)-approved organization prior to beginning work with CSC. Original documentation must be submitted prior to hire date.

E. Evaluation of Credentials

1. Associate of Arts and Associate of Science Degree Programs (Academic Transfer Intention)

Required Qualifications:

Full-time and part-time faculty members are expected to hold a degree at least one level above that of the program in which they are teaching. For courses taught as part of an AA or AS degree, having the expectation of transfer to universities the generally accepted minimum faculty credential consists of a master's degree with a major in the teaching field (or a very closely related subject) or a master's degree in a related field along with at least 18 graduate hours in the specific teaching field (or a very closely related field).

Alternative Qualifications:

- a. When qualification is based on factors other than generally accepted graduate degree and hours credentialing, the faculty member must be able to make and document, and the Vice President for Academic Affairs must accept, a prima facie case that the alternate qualification would be persuasive to external peers. Examples might include high-level specialized training, advanced industry certification, professional licensing, publication in-field, workshops/seminars in-field, recognition by in-field organizations, etc.
- b. Degrees in Education:
As a general rule, degrees and courses in education (EDUC or equivalent) are considered to be in a "related field" rather than in the major field. A master's degree in education fields contributing to effective instruction (i.e. Educational Technology) will count toward 6 of the required 18+ hours in the field.
- c. Exceptions:
 - Cases such as child development or physical education or business education in which education is the field.
 - Education courses that focus on a specific discipline may be considered in-field for the major if the course description/syllabus clearly documents that the principal focus of the course was on subject matter rather than pedagogy. Interdisciplinary Courses such as general humanities necessarily require

faculty qualifications that reflect the multi-disciplinary foundations of the particular course and must be evaluated on a case-by-case basis.

- Courses with a narrow focus such as art history or music appreciation are normally considered to be subject matter courses requiring subject expertise not broad interdisciplinary courses even if they carry the HUMN prefix. On the other hand, broader-based HUMN courses and other interdisciplinary courses may be taught by interested, qualified, and prepared faculty members with a wide range of formal credentials.

d. Closely Related Fields:

The determination of how closely related subjects must be in order to qualify faculty is a subjective one. Generally accepted academic practice and the informed opinion of qualified expert peers should be brought to bear in the determination. Explanation of qualification based on closely related field should be included in the faculty member's file. Connors State College can utilize "Tested Experience" where appropriate. Connors State College will strive to utilize tested experience in addition to a strong and appropriate educational background. "Tested Experience" can be demonstrated through application of professional experiences along with professional certifications that correspond with the required minimum formal education. "Tested Experience" shall be figured at a rate corresponding to 1.5 hours of graduate credit per 1 year of professional work experience (as determined by CSC administration) (i.e. 4 years of full-time job experience counts as 6 graduate credit hours).

OFFICIAL INTERIM APPROVAL REQUEST TO THE OFFICE
OF THE CHIEF EXECUTIVE OFFICER OF THE OSU/A&M BOARD OF REGENTS

NOTE: Both pages of this form must be completed before interim approval is considered official.

Connors State College

College/University from which Request for Interim Approval Originated

1. The basis upon which interim approval is requested is indicated below (check one or more and explain).

- ☐ (a) The matter is related to the peace, health and safety of the institution and/or its inhabitants. (Explain how the matter of business for which interim approval is requested is related to the immediately foregoing statement.)
- ☐ (b) The matter quite possibly could pose a deterrent to the accomplishment of important institutional objectives without authorization to act immediately or reasonably soon; and/or it is believed imprudent to delay action until the next meeting of the Board of Regents. (Explain how the matter of business for which interim approval is requested is related to the immediately foregoing statement.)
- ☒ (c) The matter has significant economic implications for institutional resources and/or properties without authorization to act immediately or reasonably soon; and/or it is believed imprudent to delay action until the next meeting of the Board of Regents. (Explain how the matter of business for which interim approval is requested is related to the immediately foregoing statement.)
- ☐ (d) The matter is related to an emergency requiring action by the administration prior to the next meeting of the Board of Regents because of extenuating circumstances not referenced above. (Describe the specific extenuating circumstances.)

2. The administrative action for which interim approval is hereby requested is as follows (describe fully what action is proposed and, if necessary, use an attached sheet):

Interim approval is requested to accept a gift in kind to purchase and install turf on the Biff Thompson baseball infield on the Warner Campus. The final funding amount for this project was secured since the last Board Meeting and the project needs to start before the next Board Meeting in order to be ready for the spring baseball season. Payment for this project will come entirely from private funds and will be paid for and coordinated by the Connors Development Foundation. No state funds will be used for this project.

3. State the actual cost or best estimated cost required to complete the action for which interim approval is requested. \$88,127.00

4. Identify the fund or funds to be used in covering the cost stated above.

Connors Development Foundation Baseball Account

5. If verbal approval was previously granted, indicate to whom approval was given, the date, and whether by telephone or in person. _____

- 6.

(Optional) Signature of Requesting Administrator


(Required) Signature of President

Date

12.18.18

Date

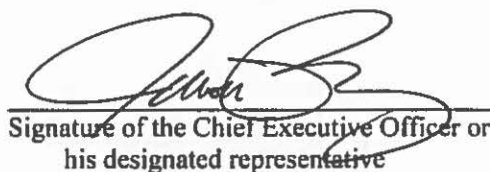
(FOR USE BY THE OFFICE OF THE CHIEF EXECUTIVE OFFICER)

☒ Interim approval is granted by the office of the Chief Executive Officer for the business matter described above.

REMARKS:

___ Interim approval is not granted for the business matter described above.

REMARKS:


Signature of the Chief Executive Officer or
his designated representative

12/18/18

Date



SUMMARY OF OUT-OF-STATE TRAVEL FOR THE PERIOD OF NOVEMBER 2018

FUND SOURCE	TRAVEL THIS MONTH		CORRESPONDING MONTH LAST FISCAL YEAR		AMOUNT EXPENDED CURRENT		AMOUNT EXPENDED PRIOR	
	NO. OF TRIPS	AMOUNT EXPENDED	NO. OF TRIPS	AMOUNT EXPENDED	NO. OF TRIPS	FISCAL YEAR	NO. OF TRIPS	FISCAL YEAR
ST. APPROP.	1	808.64	0	0.00	3	\$ 3,555.02	4	\$ 3,199.56
FEDERAL	0	0.00	2	\$ 4,426.80	1	\$ 8,504.04	4	\$10,791.51
PRIVATE	0	0.00	0	0.00	0	0.00	0	0.00
AUXILIARY	0	0.00	0	0.00	1	\$11,789.06	0	0.00
OTHER	0	0.00	0	0.00	0	0.00	0	0.00
TOTAL	1	808.64	2	\$ 4,426.80	4	\$23,039.48	8	\$13,991.07

SUMMARY OF OUT-OF-STATE TRAVEL FOR THE PERIOD OF DECEMBER 2018

FUND SOURCE	TRAVEL THIS MONTH		CORRESPONDING MONTH LAST FISCAL YEAR		AMOUNT EXPENDED CURRENT		AMOUNT EXPENDED PRIOR	
	NO. OF TRIPS	AMOUNT EXPENDED	NO. OF TRIPS	AMOUNT EXPENDED	NO. OF TRIPS	FISCAL YEAR	NO. OF TRIPS	FISCAL YEAR
ST. APPROP.	0	0.00	0	0.00	3	\$ 3,555.02	4	\$ 3,199.56
FEDERAL	0	0.00	0	0.00	1	\$ 8,504.04	4	\$10,791.51
PRIVATE	0	0.00	0	0.00	0	0.00	0	0.00
AUXILIARY	0	0.00	0	0.00	1	\$11,789.06	0	0.00
OTHER	0	0.00	0	0.00	0	0.00	0	0.00
TOTAL	0	0.00	0	0.00	4	\$23,039.48	8	\$13,991.07



THE OKLAHOMA STATE SYSTEM OF HIGHER EDUCATION
FTE Employee Report ¹

To: The Governor of Oklahoma, The President Pro Tempore of the Oklahoma Senate, and the Speaker of the Oklahoma House of Representatives

From: Connors State College Dr. Ron Ramming
Institution President

Subject: FTE Employee Report for the Fiscal Quarter Ending: 12-31-2018
Mo. Day Yr.

The following information is provided pursuant to 74 O.S. 1981, Section 3602.²

Educ. & Gen Budget Part I (290)				Educ. & Gen Budget Part II (430)				Agency Accounts Other (701)				Sub-Total			Total FTE
Faculty	Other		Student	Faculty	Other		Student	Faculty	Other		Student	Faculty	Other		
	Regular				Regular				Regular				Regular		
83	52	5		0	20	1		0	10	19		83	82	25	190
67	51	4		0	22	1		0	10	8		67	83	13	163
16	1	1		0	-2	0		0	0	11		16	-1	12	27
84	51	6		0	23	1		0	11	14		84	85	21	190

A. FTE Employees for Reported Fiscal Quarter ¹

B. FTE Employees for Fiscal Quarter Immediately Preceding Reported Quarter. ¹

C. Increase or Decrease in FTE Employees (Item A minus Item B)

D. Comparable Quarter Last Year

¹ File with State Regents' office by the tenth of the month following the end of the calendar quarter being reported.
² The term employee shall mean "a full time employee or any number of parttime employees whose combined weekly hours of employment equal those of a full time employee, but shall not include seasonal employees." For this report, the number of FTE employees for the reported quarter can be calculated by dividing by 487.5 hours (162.5 hours per month multiplied by three months) the total payroll hours (excluding seasonal employees) for the quarter.
³ This figure reflects the total number of FTE Employees for the main campus, branch campus(es) and all constituent agencies.

NORTHEASTERN OKLAHOMA A&M COLLEGE, MIAMI, OKLAHOMA

President Jeff Hale appeared before the Board of Regents to present the business of Northeastern Oklahoma A&M College (NEO) and review the Agenda for members of the Board. (The NEO Agenda is attached to this portion of the minutes.)

President Hale thanked President Hargis for his hospitality last evening. He expressed appreciation to Deb Lane for all of the work she does to coordinate these events and make them successful. President Hale congratulated Regent Arthur on her appointment to the Board and said he is looking forward to her upcoming visit to the NEO campus.

President Hale referenced the January 2019 edition of the *NEO Update* and highlighted stories contained within regarding various NEO events, activities, and student achievements. President Hale provided a handout titled, “NEO Higher Education Promotion Log,” which is attached to this portion of the minutes as ATTACHMENT A and considered a part of these minutes.

President Hale referenced Item A-3 and said he signed 39 letter of intent releases for student athletes who are transferring from NEO to other institutions in January in order to further continue their educations. Of the 39 students, 33 had been at NEO for multiple semesters with an average GPA of 2.48 with 43 credit hours earned. He is highlighting this information because NEO will be penalized for every single one of those students who left prior to graduation. These transfers affect the College’s graduation rate. NEO has approximately 600 new students per year, and 39 students equate to approximately 6-7 percent of those students transferring out and causing NEO to lose credit.

Regent Callahan asked how that transfer rate compares to past years and whether NEO is able to follow-up on the transfer students after they complete their degrees elsewhere. President Hale said in some cases they can and in some cases cannot, largely because of the National Student Clearinghouse (NSC). Not all institutions and states participate in the NSC, and many NEO students transfer out of state. If students transfer within the state NEO can track them, but if they go out of state—which most do, particularly in the sport of football—NEO is unable to track them as easily. What the administration has begun prioritizing is the reverse-transfer degree, which allows those student athletes to send their next transcript back to NEO for the College to receive credit for the degree conferred. That has to be a priority when this many students leave the College prior to graduating.

President Hale referenced Item A-4 regarding the 2018 IPEDS Data Report, which is included with the NEO agenda as Reference Document #1. He noted that the IPEDS report is a peer group report, and he highlighted information contained in the report. President Hale said Figure 3 is, in his opinion, one of the most important data points in the report. It shows the number of degrees awarded at an institution for that year. He has no doubt that NEO continues to be a leader in its peer group with the number of degrees conferred. Lastly, Figure 4 reflects the cost of degrees at NEO compared to its peers. Over the last four years, NEO has grown to a full \$700-\$800 per year more costly than its competition. Missouri is 50 percent less expensive than Oklahoma, and Kansas is a full 60 percent less. The reason those two states are so much less expensive is because both provide local property tax to their two-year institutions. Regent Hall asked if those property taxes

are collected according to the counties in which the schools are located. President Hale said those taxes are collected by tax district, similar to K-12 schools. There are only three colleges in Oklahoma that receive local property tax and they are all urban schools that were created in the 1970s with legislation written to ensure they receive those local taxes. President Hale said property tax is the most stable, predictable gross revenue stream in higher education today. Enrollment can flex up and down and State appropriations have been almost continuously down over the past ten years, but property tax revenue has consistently risen over the past decade. Chairman Anthony asked if most states appropriate property taxes to their higher education institutions. President Hale said 44 out of 50 states have some form of local property tax funding for their institutions.

Regent Burns asked how the boundary would be determined if there were to be a property tax base for NEO. President Hale said all public institutions in Oklahoma have a dedicated service area. NEO's service area consists of three counties: Craig, Ottawa, and Delaware. It is his opinion that those counties would make the most sense as a property tax base to support the College. Regent Burns asked how overlapping service areas would be reconciled. President Hale said that would have to be determined by those affected if the time came to determine those boundaries. The two-year institutional service areas are different than the four-year, and to his knowledge none of the two-year institutions have overlapping service areas. Regent Callahan asked what institution serves Nowata and Osage counties. President Hale said Rogers State University at the four-year level and Northern Oklahoma College at the two-year level. There are 13 high schools in the three counties NEO serves. To add perspective, there were 92 high schools in the Southeastern State University service area when he worked there. Regent Burns asked if President Hale believes it to be politically possible to pass a property tax for the NEO service area. President Hale said he believes it is possible with the right leadership. It all comes down to being able to have local relationships and to articulate why those taxes are important.

C-1 Approval of academic service fees

President Hale said this item was presented to the Academic Affairs, Policy and Personnel Committee at its meeting this morning.

Regent Link said the Committee met with the NEO administration regarding this item and acted to recommend Board approval.

Regent Link moved and Regent Callahan seconded to approve Item C-1 as presented in the NEO Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

D-1 Approval of personnel actions

F-1 Approval to expend grant funds from the Department of Education for the Upward Bound program according to grant guidelines

F-2 Approval to expend grant funds from the US Department of Education for the Title III–Investing in Access and Success Grant according to grant guidelines

Regent Watkins moved and Regent Hall seconded to approve Item D-1 and Section F, Items 1 and 2 as presented in the NEO Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

President Hale said he would like to make note of the federal government shutdown and how it will affect higher education. The good news is that federal aid disbursements will continue, but there is concern about other ways it may affect institutions. OSU has graduate students on fellowships who are not being paid right now because those federal funds are not being disbursed. He predicts there are some unforeseen things that may happen to public institutions the longer the shutdown continues.

G-1 Approval of revocation of police officer commission

Regent Burns moved and Regent Hall seconded to approve Item G-1 as presented in the NEO Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

The business of Northeastern Oklahoma A&M College being concluded, President Hale was excused from the meeting.

NORTHEASTERN OKLAHOMA A&M COLLEGE

Miami, Oklahoma
January 25, 2019

Board of Regents for OSU and the A&M Colleges
Stillwater, Oklahoma

Dear Board Members:

Subject to budgetary limitations and availability of funds, the following expenditures are submitted for Board approval with purchases to be coordinated through the Board Purchasing Officer, Oklahoma State University. We recommend the following business for your consideration and approval.

PART A - GENERAL INFORMATION/REPORTS REQUIRING NO ACTION BY THE BOARD

1. President's Remarks

- January 2019 "NEO Update"
- Social Media Report
- Kickoff Centennial Celebration, February 28th 2019

2. High School Invitational Basketball Tournament

The annual High School Invitational Basketball Tournament takes place on January 24, 25, and 26, 2019. This is the 74th year that NEO has hosted this tournament. This year we have 48 teams from three states, Oklahoma, Missouri, and Kansas, participating. The tournament continues to be the largest high school basketball tournament in the nation.

3. NJCC Mid-Year Releases

- 39 Releases
- Hours Earned – 43
- Average GPA – 2.48

Note: 6 of the 39 releases are 1st semester with average hours earned – 8

4. 2018 IPEDS Data Report

Referenced document #1

PART B - RESOLUTIONS

None

PART C - POLICY AND OPERATIONAL PROCEDURES1. Academic Service Fees

Board authorization is requested for academic service fee, effective fall 2019 detailed as follows:

Institution: Northeastern Oklahoma A&M College											
Name of Fee	Course Number(s)	Assessed	New fee	Fee current amount	Fee proposed amount	Fee change amount	Fee change %	New revenue FY20	Total revenue FY 20	Date fee last changed	Basis for use of revenue
Facilities and Equipment Maintenance											
Facility Maintenance	All traditional on-campus course	Per course	No	\$25.00	\$40.00	\$15.00	60%	\$180,000	\$480,000	August 2019	Revenue will be used to service debt required for deferred maintenance

Revenue from the Facility Maintenance Fee will be used to service the debt incurred to address deferred maintenance of the College's infrastructure. The fee will be assessed on all traditional, face-to-face courses that meet on the main campus or at Synar Farm. The fee will not be assessed on courses accessed from off campus (online, distance, etc.).

PART D - PERSONNEL ACTIONS1. Employment Information Requiring No Action by the Board

- a. Campus Safety Police Officer Nathan Bartlett promoted to Assistant Director of Campus Safety, annual salary \$33,000 effective December 13, 2018.
- b. Holly Durham hired as Head Athletic Trainer, annual salary \$40,000 effective December 27, 2018.

PART E - INSTRUCTIONAL PROGRAMS

None

PART F - BUDGETARY ACTIONS1. Upward Bound Group Receives \$40,000 STEM Grant

The Upward Bound program was recently selected to receive a \$40,000 Department of Education grant to support science, technology, engineering, and mathematics (STEM) learning. This one-time supplement grant will provide monthly computer programming courses for participants, offer several paid internships during the summer Upward Bound Academy, and assist in the purchase of a mobile computer lab. Board authorization is required to expend grant funds, including and payment of administrative allowances at year-end, according to grant guidelines.

2. Title III – Investing in Access and Success Grant

The US Department of Education has advised us that we will be awarded supplement funding in amount of \$161,904 for year 4 of the 5 year grant. This is an increase of 40% over the prior year. The award period is October 1, 2018 through September 10th 2019. Board authorization is required to expend grant funds, including any payment of administrative allowances at year-end, according to grant guidelines.

PART G - OTHER BUSINESS AND FINANCIAL MATTERS1. Revocation of Police Officer Commission

We request revocation of police officer commission for Former of Assistant Director of Campus Safety, Tony Moore effective December 13, 2018.

PART H - CONTRACTUAL AGREEMENTS (other than construction and renovation)

None

PART I - NEW CONSTRUCTION OR RENOVATION OF FACILITIES

None

PART J - PURCHASE REQUESTS

None

PART K - STUDENT SERVICES/ACTIVITIES

None

PART L - NEW BUSINESS UNFORSEEN AT TIME AGENDA WAS POSTED

None

PART M - OTHER INFORMATIONAL MATTERS NOT REQUIRING ACTION OF THE BOARD**1. Potential 2019 Real Property Master Lease Projects**

The Oklahoma State Regents for Higher Education request academic institutions to provide a listing of potential real property projects to be funded through master lease. We are not requesting Board approval at this time; however, at the time of a future bond issuance, we will request Board approval for participation in the master lease program as has been the usual practice.

<u>Project</u>	<u>Estimated Cost</u>
Deferred maintenance projects	\$1,250,000

This is an addition to the request of \$3,000,000 last year. Architectural and engineering studies revealed significant savings were available if an HVAC chiller adequate for two buildings was purchased and installed during phase one. In addition, the College had a near fatal failure of the HVAC chiller for the Library/Administration building. The purchase and installation of these two HVAC chillers will be funded with this additional request.

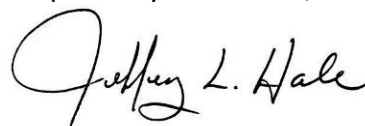
**PART M - OTHER INFORMATIONAL MATTERS NOT REQUIRING ACTION OF THE BOARD
(continued)**

2. Out-of-State Travel Summary

The Summary for Out-of-State Travel for November and December 2018

Northeastern Oklahoma A&M College								
Summary of Out-of-State Travel as of			Nov-18					
Column (1):	Travel This Month				Column (2):	Corresponding Month Last FY		
Column (3):	Amount Expended Current FY				Column (4):	Amount Expended Prior FY		
Fund Source	No. Trips (1)	Amount Expended (1)	No. Trips (2)	Amount Expended (2)	No. Trips (3)	Amt. Exp Current FY (3)	No. Trips (4)	Amt. Exp Prior FY (4)
Revolving								
State Approp.	3	\$691.78	3	\$568.75	15	\$3,813.09	12	\$2,465.04
Federal	0	\$0.00	6	\$776.43	0	\$0.00	6	\$776.43
Private								
Auxiliary	0	\$0.00	8	\$1,101.29	7	\$1,904.83	13	\$1,875.62
Other								
Total	3	\$691.78	17	\$2,446.47	22	\$5,717.92	31	\$5,117.09
Northeastern Oklahoma A&M College								
Summary of Out-of-State Travel as of			Dec-18					
Column (1):	Travel This Month				Column (2):	Corresponding Month Last FY		
Column (3):	Amount Expended Current FY				Column (4):	Amount Expended Prior FY		
Fund Source	No. Trips (1)	Amount Expended (1)	No. Trips (2)	Amount Expended (2)	No. Trips (3)	Amt. Exp Current FY (3)	No. Trips (4)	Amt. Exp Prior FY (4)
Revolving								
State Approp.	1	\$505.72	0	\$0.00	15	\$4,318.81	12	\$2,465.04
Federal	0	\$0.00	0	\$0.00	0	\$0.00	6	\$776.43
Private								
Auxiliary	0	\$0.00	0	\$0.00	7	\$1,904.83	13	\$1,875.62
Other								
Total	1	\$505.72	0	\$0.00	22	\$6,223.64	31	\$5,117.09

Respectfully Submitted,



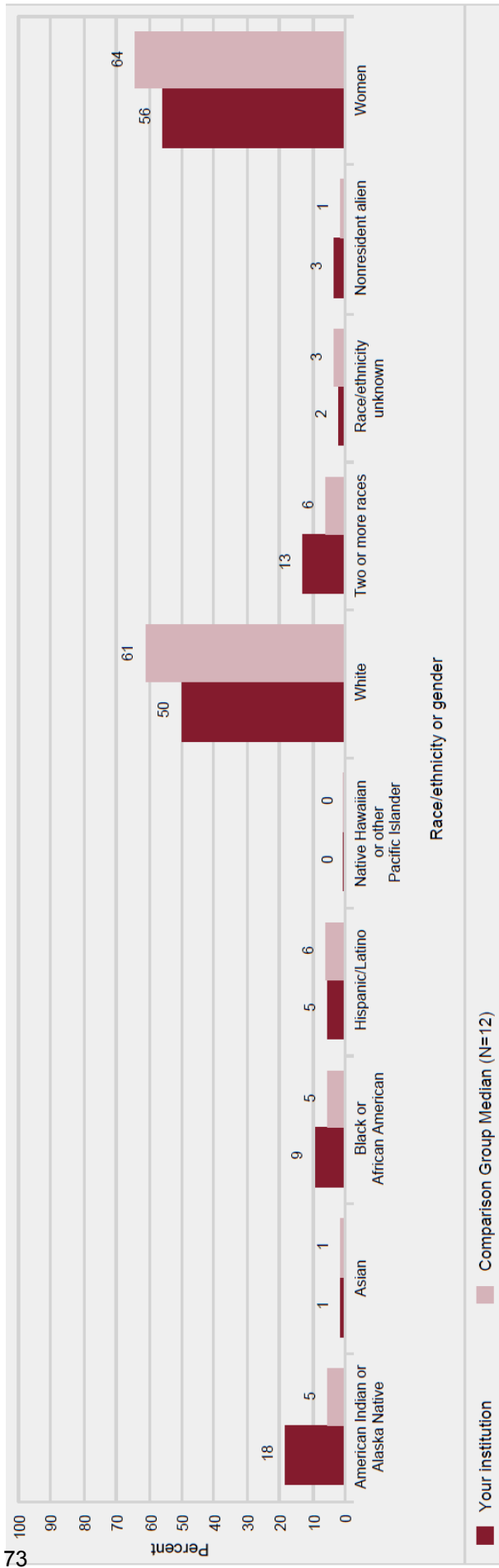
Dr. Jeffery L. Hale
President

Northeastern Oklahoma A&M College IPEDS Data Feedback Report 2018

The custom comparison group chosen by Northeastern Oklahoma A&M Colleges includes the following 12 institutions:

- Carl Albert State College (Poteau, OK)
- Coffeyville Community College (Coffeyville, KS)
- Connors State College (Warner, OK)
- Crowder College (Neosho, MO)
- Eastern Oklahoma State College (Wilburton, OK)
- Fort Scott Community College (Fort Scott, KS)
- Independence Community College (Independence, KS)
- Labette Community College (Parsons, KS)
- Murray State College (Tishomingo, OK)
- Redlands Community College (El Reno, OK)
- Seminole State College (Seminole, OK)
- Western Oklahoma State College (Altus, OK)

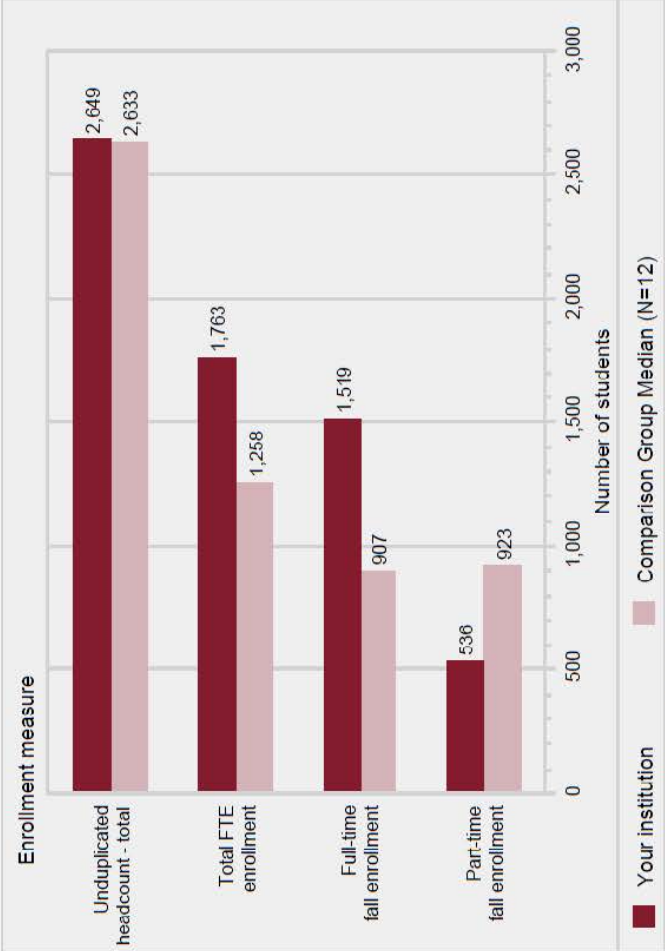
Figure 1. Percent of all students enrolled, by race/ethnicity, and percent of students who are women: Fall 2017



NOTE: For more information about disaggregation of data by race and ethnicity, see the Methodological Notes. Median values for the comparison group will not add to 100%. See "Use of Median Values for Comparison Group" for how median values are determined. N is the number of institutions in the comparison group.

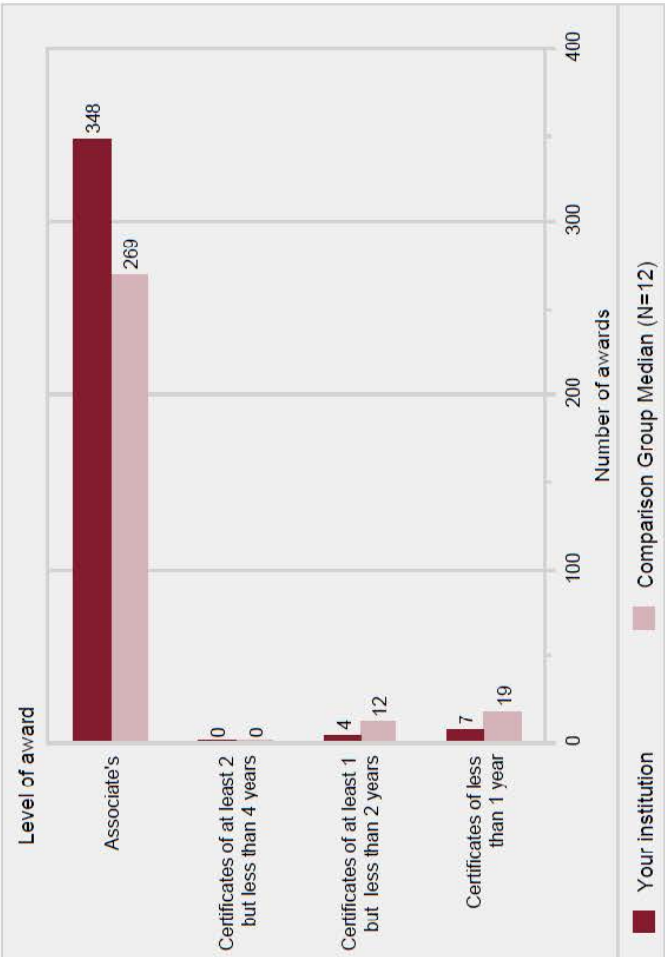
SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2018, Fall Enrollment component.

Figure 2. Unduplicated 12-month headcount (2016-17), total FTE enrollment (2016-17), and full- and part-time fall enrollment (Fall 2017)



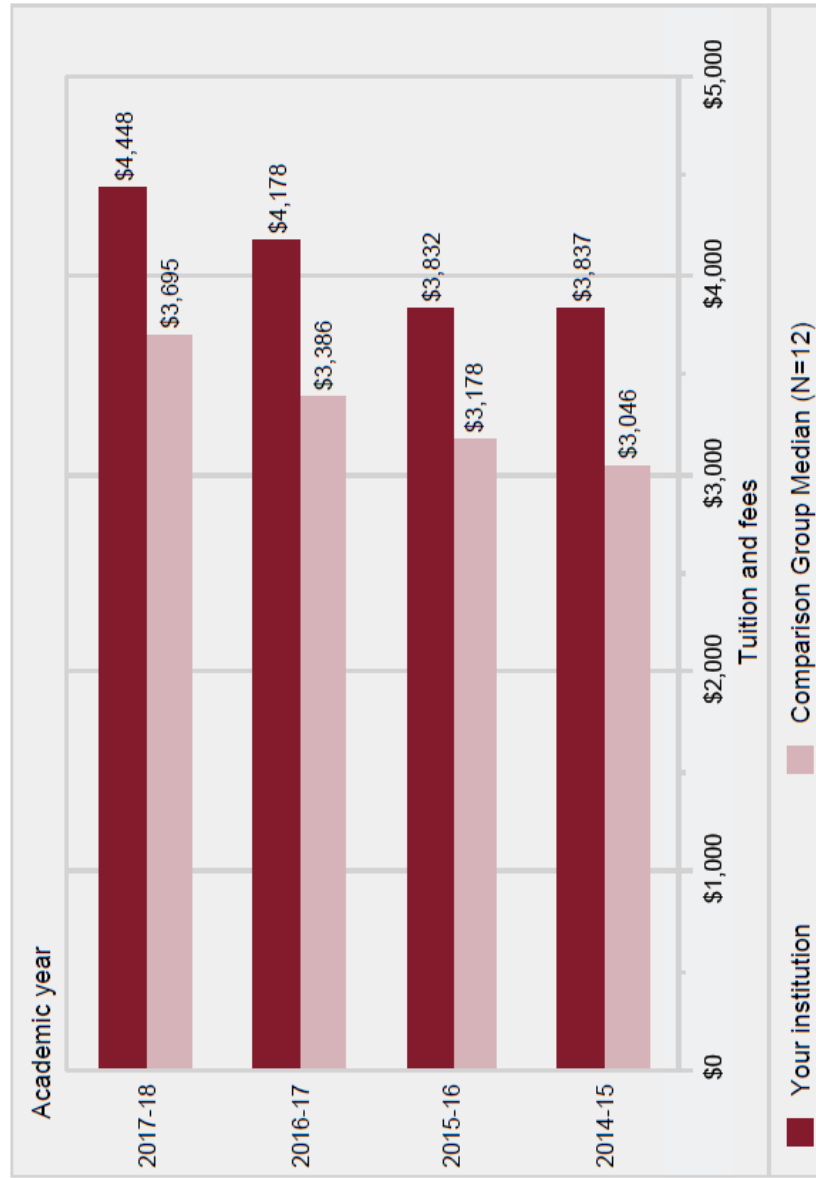
NOTE: For details on calculating full-time equivalent (FTE) enrollment, see Calculating FTE in the Methodological Notes. N is the number of institutions in the comparison group.
SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2017, 12-month Enrollment component and Spring 2018, Fall Enrollment component.

Figure 3. Number of subbaccalaureate degrees and certificates awarded, by level: 2016-17



NOTE: N is the number of institutions in the comparison group.
SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2017, Completions component.

Figure 4. Academic year tuition and required fees for full-time, first-time degree/certificate-seeking undergraduates: 2014-15 to 2017-18



NOTE: The tuition and required fees shown here are the lowest reported from the categories of in-district, in-state, and out-of-state. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2017, Institutional Characteristics component.

LANGSTON UNIVERSITY, LANGSTON, OKLAHOMA

President Kent Smith appeared before the Board of Regents to present the business of Langston University (LU) and review the Agenda for members of the Board. (The LU Agenda is attached to this portion of the minutes.)

President Smith expressed appreciation to President Hargis and his staff for the warm hospitality last evening. He welcomed Regent Arthur and said he and his staff look forward to working with her and to having her on the LU campus.

C-1 Approval of academic service fees

President Smith said this item was presented to the Academic Affairs, Policy and Personnel Committee at its meeting this morning.

Regent Link said the Committee met with the LU administration regarding this item and acted to recommend Board approval.

Regent Link moved and Regent Callahan seconded to approve Item C-1 as presented in the LU Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

D-2-7 Approval of Personnel Actions

Regent Davis moved and Regent Milner seconded to approve Section D, Items 2-7 as presented in the LU Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

F-1 Approval for the School of Agriculture and Applied Sciences to accept a grant from the National Institute of Food and Agriculture/USDA entitled, “A Respiration Calorimetry System for Study of Energy Use and Methane Emission by Small Ruminants in Production Settings” and to expend grant funds according to grant guidelines

F-2 Approval for the School of Agriculture and Applied Sciences to accept a grant with the Office of Partnerships and Public Engagement/USDA entitled, “Establishing a Large Animal Teaching Center to Enhance Teaching Capacity and Student Experimental Learning at Langston University” and to expend grant funds according to grant guidelines

- F-3 Approval for the School of Agriculture and Applied Sciences to accept a grant with the Office of Partnerships and Public Engagement/USDA entitled, “Enhancement of Undergraduate Academic Research Experience at Langston University by Interlinking Biotechnology and Horticulture Practices” and to expend grant funds according to grant guidelines
- F-4 Approval for the School of Agriculture and Applied Sciences to accept a grant with the Office of Partnerships and Public Engagement/USDA entitled, “Sky Wrangler: Smart Application of Precision Livestock Farming for Grazing Animals and Pasture Management” and to expend grant funds according to grant guidelines
- F-5 Approval for the School of Agriculture and Applied Sciences to accept a grant with the Office of Partnerships and Public Engagement/USDA entitled, “Certification of Moodlebox” and to expend grant funds according to grant guidelines

Regent Burns moved and Regent Callahan seconded to approve Section F, Items 1-5 as presented in the LU Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

G-1 Approval to Commission Matthew Henneke as a Campus Police Officer

Commission:

Commission No.

Matthew Henneke

764

Regent Link moved and Regent Milner seconded to approve Item G-1 as presented in the LU Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

H-1 Approval to enter into a Fiscal Agent and Shared Services Agreement with OSU

H-2 Approval to enter into an agreement with The Design Group for public relations services

President Smith noted that Item H-1 has been reviewed by the Board’s Office of Legal Counsel. He is very excited about this agreement because it means LU can clean up its post grant operations, including reporting. This is huge for LU and should be a game-changer. He referred to Item H-2, noting that The Design Group is a company which specializes in multicultural groups, in particular Historically Black Colleges and Universities. This company will redesign the LU website as well as design new recruitment materials.

Regent Callahan moved and Regent Milner seconded to approve Section H, Items 1 and 2 as presented in the LU Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

H-3 Approval to authorize a charter amendment and expansion for Dove Schools–Tulsa

President Smith said this item was presented to the Academic Affairs, Policy and Personnel Committee at its meeting this morning.

Regent Link said the Committee met with the LU administration regarding this item and acted to recommend Board approval.

Regent Link moved and Regent Callahan seconded to approve Item H-3 as presented in the LU Agenda.

Regent Link encouraged President Smith to make this expansion happen as soon as possible because it sounds like an excellent plan, given the success of Dove Schools. Regent Anthony said he is aware there is a minimal amount of remuneration to the sponsoring school and asked President Smith what the amount is for LU. President Smith said LU receives 5 percent.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

J-1 Ratification of Interim Approval to procure and relocate available furniture, fixtures, and equipment from Hedgestone Properties

President Smith said Hedgestone Properties is the owner of the former site of Virginia College in Tulsa. He said Virginia College had purchased over \$1 million of new furniture for a Tulsa location, which later closed due to low enrollment. This purchase gives LU over \$1 million of furniture for only \$40,000. The furniture is currently in storage until the administration can determine where to distribute the items across campus. The reason the total cost of this item is approximately \$100,500, is because the furniture must be stored until it can be packed and moved to the LU campuses. The goal is to distribute the furniture within 90-120 days.

Regent Milner moved and Regent Callahan seconded to ratify the interim approval listed in Item J-1 as presented in the LU Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

The business of Langston University being concluded, President Smith was excused from the meeting.

BOARD OF REGENTS FOR THE OKLAHOMA A&M COLLEGES**Dear Board Members:**

Please approve the following business items for Langston University.

Expenditures from Treasury Funds, contingent upon their availability, will be submitted for purchasing through Mr. Scott Schlotthauer, Chief Procurement Officer.

A. GENERAL INFORMATION/REPORTS REQUIRING NO ACTION BY THE BOARD: NONE**B. RESOLUTIONS: NONE****C. POLICY AND OPERATIONAL PROCEDURES:**

1. Approval is respectfully requested for Langston University to modify academic service fees as detailed in Attachment A. Revenue generated from these fees will be used to provide additional enhancements to our University environment, supply materials to students, and improve teaching laboratories.

D. PERSONNEL ACTION:**1. FOR INFORMATIONAL PURPOSES**

Langston University accepted the following notices of resignation:

Dr. Joseph Pete, Post-Doctoral Fellow Research Associate, effective December 13, 2018.

Charlie Jones, Acting Comptroller, effective January 2, 2019.

Miguel Rodriguez, Acting Head Volleyball Coach, effective January 31, 2019.

2. Approval is respectfully requested to employ Dr. Nirodha DeSilva as Assistant Professor, Agribusiness/Agricultural Economics (tenure-track), on a 12-month basis, at an annual salary of \$65,000.00, effective November 30, 2018.
3. Approval is respectfully requested to employ Dr. Jessica Pinango as Visiting Scholar (non-tenure track), on a 12-month basis, at an annual salary of \$31,000.00, effective December 3, 2018.
4. Approval is respectfully requested to employ Dr. Joseph Pete as Post-Doctoral Fellow Research Associate (non-tenure track), on a 12-month basis, at an annual salary of \$48,200.00, effective December 10, 2018.

5. Approval is respectfully requested to employ Dr. Renee Starr-Howard as Post-Doctoral Fellow Research Associate (non-tenure track), on a 12-month basis, at an annual salary of \$48,200.00, effective December 10, 2018.
6. Approval is respectfully requested to employ Susan Shalver as Instructor (non-tenure track), School of Nursing, Ardmore location, on a 9-month basis, at an annual salary of \$50,000.00, effective January 7, 2019.
7. Approval is requested for Langston University to take promotion and/or tenure action with six faculty members listed below. The faculty members have been fully vetted through the Promotion and Tenure Committee with approval from their respective departments.
 - Dr. Marsha Herron **from** Assistant Professor (tenure-track) at a salary of **\$111,200.00 to** Associate Professor **with tenure** at a salary of \$112,450.00.
 - Dr. Evia Davis **from** Associate Professor with tenure at a salary of \$56,305 **to** Professor with tenure at a salary of \$57,805.00.
 - Dr. Michael Hamilton **from** Assistant Professor (tenure-track) at a salary of \$62,200.00 **to** Associate Professor (tenure-track) at a salary of \$63,450.00.
 - Dr. Vicky Fondjo **from** Assistant Professor (tenure-track) at a salary of \$46,200.00 **to** Associate Professor (tenure-track) at a salary of \$47,450.00.
 - Dr. Franklin Fondjo **from** Assistant Professor (tenure-track) at a salary of \$52,700.00 **to** Associate Professor (tenure-track) at a salary of \$53,950.00.
 - Ms. Kelly Henderson **from** Instructor (non-tenure track) at a salary of \$53,200.00 **to** Assistant Professor (non-tenure track) at a salary of \$54,200.00.

E. INSTRUCTIONAL PROGRAMS: NONE**F. BUDGETARY ACTION:**

1. Approval is respectfully requested for Langston University's School of Agriculture and Applied Sciences to accept a grant from the National Institute of Food and Agriculture/USDA in the amount of \$100,000.00 for the period of January 1, 2018 through December 31, 2019. The grant is entitled "A Respiration Calorimetry System for Study of Energy Use and Methane Emission by Small Ruminants in Production Settings". **Board authorization is requested to expend grant funds, including payment of administrative allowances at year-end, according to grant guidelines.** The award letter is included in Attachment B.
2. Approval is respectfully requested for Langston University's School of Agriculture and Applied Sciences to accept a grant with the Office of Partnerships and Public Engagement/USDA in the amount of \$150,000.00 for the period of January 1, 2019 through December 31, 2022. The grant is entitled "Establishing a Large Animal Teaching Center to Enhance Teaching Capacity and Student Experimental Learning at Langston University". **Board authorization is requested to expend grant funds, including payment of administrative allowances at year-end, according to grant guidelines.** The award letter is included in Attachment C.
3. Approval is respectfully requested for Langston University's School of Agriculture and Applied Sciences to accept a grant with the Office of Partnerships and Public Engagement/USDA in the amount of \$150,000.00 for the period of December 15, 2018 through December 14, 2021. The grant is entitled "Enhancement of Undergraduate Academic Research Experience at Langston University by Interlinking Biotechnology and Horticulture Practices". **Board authorization is requested to expend grant funds, including payment of administrative allowances at year-end, according to grant guidelines.** The award letter is included in Attachment D.

4. Approval is respectfully requested for Langston University's School of Agriculture and Applied Sciences to accept a grant with the Office of Partnerships and Public Engagement/USDA in the amount of \$273,831.00 for the period of January 1, 2019 through December 31, 2021. The grant is entitled "Sky Wrangler: Smart Application of Precision Livestock Farming for Grazing Animals and Pasture Management". **Board authorization is requested to expend grant funds, including payment of administrative allowances at year-end, according to grant guidelines.** The award letter is included in Attachment E.
5. Approval is respectfully requested for Langston University's School of Agriculture and Applied Sciences to accept a grant with the Office of Partnerships and Public Engagement/USDA in the amount of \$337,103.00 for the period of January 1, 2019 through December 31, 2021. The grant is entitled "Certification of Moodlebox". **Board authorization is requested to expend grant funds, including payment of administrative allowances at year-end, according to grant guidelines.** The award letter is included in Attachment F.

G. OTHER BUSINESS AND FINANCIAL MATTERS:

1. Approval is respectfully requested to commission Matthew Henneke as a Campus Police Officer, effective April 30, 2018.

H. CONTRACTUAL AGREEMENTS (other than construction and renovation):

1. Approval is respectfully requested to enter into a Fiscal Agent and Shared Services Agreement with Oklahoma State University at an annual cost of \$199,959.96. The Shared Services Agreement will allow for Oklahoma State University to provide support for all sponsored programs at Langston University. This support includes but is not limited to training, policy development, compliance, and general oversight. The Shared Services Agreement has been reviewed by the Office of Legal Counsel and is included in Attachment G for your review.

2. Approval is respectfully requested to enter into an agreement with The Design Group pending final approval by the Office of Legal Counsel. The Design Group, a multicultural communications company, will provide enhanced public relations services to the University which includes but is not limited to comprehensive brand strategy management and full revision and maintenance of the Langston University website in alignment with requirements for accreditation through the Higher Learning Commission. A full scope of work is included within Attachment H for your review and consideration. The cost of this expenditure is estimated at \$79,200.00 annually and funding is available in account #116204.
3. Approval is respectfully requested to authorize a charter amendment and expansion for Dove Schools – Tulsa. Supplemental documentation for this request is included in Attachment I for your review and consideration. This request has been reviewed by the Office of Legal Counsel. This request would allow Dove Schools to complete the following actions:
 - Open an additional site in Tulsa to serve as a high school;
 - Modify the grade configuration within Dove Science Academy – Tulsa (North Campus) from grades 7 through 12 to Pre-K through grade 8;
 - Modify the grade configuration within Discovery School of Tulsa (South Campus) from Pre-K through grade 6 to Pre-K through grade 8 creating a second middle school as a feeder into one high school.

I. NEW CONSTRUCTION OR RENOVATION OF FACILITIES: NONE

J. PURCHASE REQUESTS:

1. Langston University requests ratification of our Request for Interim Approval of a special request to procure and relocate available furniture, fixtures, and equipment from Hedgestone Properties from the former site of Virginia College in Tulsa, Oklahoma. The moving and storage of the furniture, fixtures, and equipment will be arranged through A-1 Freeman Moving Services, a vendor contracted with the Oklahoma A&M system. The total cost for the purchase and relocation is estimated at approximately \$100,500.00 and will come from legally available funds. The University worked closely with Mr. Schlotthauer and his team within the Purchasing Office to complete this request. Supplemental documentation for this expenditure is included in Attachment J. The University also requests to pay monthly storage expenses of \$8,500.00 per month for as long as it is needed.

- K. **STUDENT SERVICES/ACTIVITIES: NONE**
- L. **NEW BUSINESS UNFORSEEN AT TIME AGENDA WAS POSTED: NONE**
- M. **OTHER INFORMATIONAL MATTERS NOT REQUIRING ACTION OF THE BOARD: NONE**

All items listed above are respectfully submitted for your approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Kent J. Smith, Jr.", with a stylized flourish at the end.

KENT J. SMITH, JR.
PRESIDENT
LANGSTON UNIVERSITY

Institution: Langston University		Course Number(s)	Assessed	New Fee	Fee \$ Current	Fee \$ Proposed	Fee \$ Change	Fee % Change	New Revenue FY20	Total Revenue FY20	Date Fee Last Chgd	Describe basis for the use of revenue collected:
Name of Fee												
SCHOOL OF ARTS AND SCIENCE												
Classroom/Laboratory Supply and Material												
Mathematics Course Fee		MT 2013, 2145, 2413, 2513, 2603	Per Course	No	15.00	20.00	5.00	33%	1,000	5,000	FY 02	The collected fees will be used to purchase technology, software, and additional resources. Software to include the MATLAB and Simulink Mathematical Modeling Software, SPSS student statistical software. This will not only enable professors to enhance instruction, but also will provide students with the opportunity to learn skills and gain expertise in the use of current technology that will prepare them for entering the future job market or areas of academic research.

**United States Department of Agriculture
National Institute of Food and Agriculture
AWARD FACE SHEET**

ATTACHMENT B

1. Award No. 2018-67016-27473	2. Amendment No. 1	3. Proposal Number 2019-01479	4. Period of Performance 01/01/2018 through 12/31/2019	5. Type of Instrument Grant																								
6. Type of Action Revision	7. CFDA Number 10.310	8. FAIN 20186701627473	9. Method of Payment ASAP 67016274736701619000		10. CRIS Number 1014848																							
11. Authority: 7 U.S.C. 450i(b), Section 7406 of FCEA of 2008, P.L. 110-246, AFRI																												
12. Agency (Name and Address) Awards Management Division National Institute of Food and Agriculture/USDA Washington, DC 20250-2271			13. Awardee Organization LANGSTON UNIVERSITY LANGSTON, OK 73050-0000																									
14. Program Point of Contact: Steven I Smith Telephone: (202) 401-6134 sismith@nifa.usda.gov		Administrative Point of Contact: Erica Lincoln Telephone: 202-401-5228 elincoln@nifa.usda.gov		15. Project Director/Performing Organization Arthur Louis Goetsch Langston University Langston, OK 73050-0730																								
16. Funding:			17. Funds Chargeable																									
<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: right;"><u>Federal</u></th> <th style="text-align: right;"><u>Non-Federal</u></th> </tr> </thead> <tbody> <tr> <td>Previous Total</td> <td style="text-align: right;">\$50,000.00</td> <td style="text-align: right;">\$50,000.00</td> </tr> <tr> <td>+ or -</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$50,000.00</td> <td style="text-align: right;">\$50,000.00</td> </tr> <tr> <td>Grand Total</td> <td colspan="2" style="text-align: right;">\$100,000.00</td> </tr> </tbody> </table>				<u>Federal</u>	<u>Non-Federal</u>	Previous Total	\$50,000.00	\$50,000.00	+ or -	\$0.00	\$0.00	Total	\$50,000.00	\$50,000.00	Grand Total	\$100,000.00		<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th><u>FY - FDC</u></th> <th><u>Amount</u></th> <th><u>FY - FDC</u></th> <th><u>Amount</u></th> </tr> </thead> <tbody> <tr> <td>16- 662-67016</td> <td style="text-align: right;">\$0.00</td> <td></td> <td></td> </tr> </tbody> </table>			<u>FY - FDC</u>	<u>Amount</u>	<u>FY - FDC</u>	<u>Amount</u>	16- 662-67016	\$0.00		
	<u>Federal</u>	<u>Non-Federal</u>																										
Previous Total	\$50,000.00	\$50,000.00																										
+ or -	\$0.00	\$0.00																										
Total	\$50,000.00	\$50,000.00																										
Grand Total	\$100,000.00																											
<u>FY - FDC</u>	<u>Amount</u>	<u>FY - FDC</u>	<u>Amount</u>																									
16- 662-67016	\$0.00																											
18. Title of Proposal A Respiration Calorimetry System For Study Of Energy Use And Methane Emission By Small Ruminants In Production Settings																												
PROVISIONS																												
<p>This Award incorporates the following:</p> <ol style="list-style-type: none"> 1. This amendment is in response to the request letter dated 12/12/18. 2. This letter falls under the NIFA General Terms and Conditions (6/17), and therefore, does not require USDA-NIFA approval. USDA-NIFA is accepting the letter as official notification. 3. Refer to Block 4. "Period of Performance" for the new expiration date. (Please refer to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 400) at expiration of the grant for closeout procedures.) 4. Please be advised that all funds must be drawn down within 90 days of the expiration date. 5. Also, please note that Article XIII of the NIFA General Terms and Conditions referenced on this award states that a second or subsequent no-cost extension of time is permitted only when there are exceptional circumstances. Please refer to this Article if it is determined an additional extension is required and include a justification of circumstances precipitating this need. 6. All other Provisions on the Award Face Sheet dated 12/29/17 and any amendments thereto remain in effect. 7. If you have any questions concerning this action, please contact the Administrative Point of Contact listed above. 																												
FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE																												
This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further cause unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from issuance date of the award.																												
Typed Name Rochelle McCrea Authorized Departmental Officer			Signature RMCCREA		Date 12/20/2018																							

**United States Department of Agriculture
National Institute of Food and Agriculture
AWARD FACE SHEET**

ATTACHMENT C

1. Award No. 2019-38821-29059	2. Amendment No.	3. Proposal Number 2018-04835	4. Period of Performance 01/01/2019 through 12/31/2022	5. Type of Instrument Grant																								
6. Type of Action New	7. CFDA Number 10.216	8. FAIN 20193882129059		9. Method of Payment ASAP 38821290593882118000	10. CRIS Number 1018061																							
11. Authority: 7 U.S.C. 3152, Sec.1417(b)(4) of P.L. 95-113, as amended, 1890 Capacity Building Grants																												
12. Agency (Name and Address) Awards Management Division National Institute of Food and Agriculture/USDA Washington, DC 20250-2271			13. Awardee Organization LANGSTON UNIVERSITY LANGSTON, OK 73050-0000																									
14. Program Point of Contact: Antonio McLaren Telephone: 202-720-0742 antonio.a.mclaren@nifa.usda.gov		Administrative Point of Contact: Gail Martin Telephone: 202-401-0327 gmartin@nifa.usda.gov		15. Project Director/Performing Organization Shoushan S Zeng Langston University Langston, OK 73050-1500																								
16. Funding:			17. Funds Chargeable																									
<table style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: right;"><u>Federal</u></td> <td style="text-align: right;"><u>Non-Federal</u></td> </tr> <tr> <td>Previous Total</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>+ or -</td> <td style="text-align: right;">\$150,000.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$150,000.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td> Grand Total</td> <td style="text-align: right;"> \$150,000.00</td> <td></td> </tr> </table>				<u>Federal</u>	<u>Non-Federal</u>	Previous Total	\$0.00	\$0.00	+ or -	\$150,000.00	\$0.00	Total	\$150,000.00	\$0.00	 Grand Total	 \$150,000.00		<table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: left;"><u>FY - FDC</u></td> <td style="text-align: left;"><u>Amount</u></td> <td style="text-align: left;"><u>FY - FDC</u></td> <td style="text-align: left;"><u>Amount</u></td> </tr> <tr> <td>18- 862-38821</td> <td style="text-align: right;">\$150,000.00</td> <td></td> <td></td> </tr> </table>			<u>FY - FDC</u>	<u>Amount</u>	<u>FY - FDC</u>	<u>Amount</u>	18- 862-38821	\$150,000.00		
	<u>Federal</u>	<u>Non-Federal</u>																										
Previous Total	\$0.00	\$0.00																										
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<u>FY - FDC</u>	<u>Amount</u>	<u>FY - FDC</u>	<u>Amount</u>																									
18- 862-38821	\$150,000.00																											
18. Title of Proposal Establishing a large animal teaching center to enhance teaching capacity and student experiential learning at Langston University																												
PROVISIONS																												
<p>This Award incorporates the following:</p> <ol style="list-style-type: none"> 1. The referenced proposal and any revision thereto - incorporated by reference 2. Research Terms and Conditions and NIFA Agency Specific Terms and Conditions (6/17) at http://nifa.usda.gov/terms-and-conditions 3. General Provisions found in Title 2: 2 CFR Part 400; 2 CFR Part 415; 2 CFR Part 416; 2 CFR Part 418; 2 CFR Part 422; and, Title 7: 7 CFR Part 3430 - all incorporated by reference and found at http://www.gpo.gov/searchwebapp/browse/collectionCfr.action?collectionCode=CFR 4. The Approved Award Budget 5. NIFA Project Initiation Documents - incorporated by reference 6. The obligation of funds may be terminated without further cause unless the recipient commences the timely drawdown of funds; initial drawdown of funds signifies acceptance of award terms and conditions and should commence in a timely manner within the award period. Inquiries regarding ASAP Payment Accounts should be directed to the Financial Management Division at asapcustomerservice@nifa.usda.gov. 7. Colleges/Universities/Institutions of Higher Education Only: The negotiated rate(s) for F&A/IDC costs in effect at the time this award was approved is the F&A/IDC rate(s) that must be used for the life of this award. 8. Prohibition against using funds under Grants and Cooperative Agreements with Entities that require certain internal confidentiality agreements are referenced at https://nifa.usda.gov/prohibition-confidentiality-agreements 9. The Project Director is required to attend the annual Project Director's workshop/conference as stipulated in the RFA. 10. The organization's approved negotiated rate(s) result in the lesser indirect cost dollars for this project and is therefore the rate(s) that must be used when charging indirect costs under this award. <p>Co-Project Director(s): Zaisen Wang (Langston University), Erick Loetz (Langston University), Leon J Spicer (Oklahoma State University)</p>																												
FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE																												
This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further cause unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from issuance date of the award.																												
Typed Name Bruce Mertz Authorized Departmental Officer		Signature BMERTZ		Date 12/20/2018																								

**United States Department of Agriculture
National Institute of Food and Agriculture
AWARD FACE SHEET**

ATTACHMENT D

1. Award No. 2019-38821-29053	2. Amendment No.	3. Proposal Number 2018-05269	4. Period of Performance 12/15/2018 through 12/14/2021		5. Type of Instrument Grant																							
6. Type of Action New	7. CFDA Number 10.216	8. FAIN 20193882129053		9. Method of Payment ASAP 38821290533882118000	10. CRIS Number 1018108																							
11. Authority: 7 U.S.C. 3152, Sec.1417(b)(4) of P.L. 95-113, as amended, 1890 Capacity Building Grants																												
12. Agency (Name and Address) Awards Management Division National Institute of Food and Agriculture/USDA Washington, DC 20250-2271		13. Awardee Organization LANGSTON UNIVERSITY LANGSTON, OK 73050-0000																										
14. Program Point of Contact: Antonio McLaren Telephone: 202-720-0742 antonio.a.mclaren@nifa.usda.gov		Administrative Point of Contact: Shynika Loften Telephone: 202-401-6031 sloften@nifa.usda.gov		15. Project Director/Performing Organization Kanyand Albert Matand Ph.D. Langston University Langston, OK 73050-1500																								
16. Funding:			17. Funds Chargeable																									
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	<u>Federal</u>	<u>Non-Federal</u>																										
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Grand Total	\$150,000.00																											
<u>FY - FDC</u>	<u>Amount</u>	<u>FY - FDC</u>	<u>Amount</u>																									
18- 862-38821	\$150,000.00																											
18. Title of Proposal Enhancement of Undergraduate Academic and Research Experience at Langston University by Interlinking Biotechnology and Horticultural Practices																												
PROVISIONS																												
<p>This Award incorporates the following:</p> <ol style="list-style-type: none"> 1. The referenced proposal and any revision thereto - incorporated by reference 2. Research Terms and Conditions and NIFA Agency Specific Terms and Conditions (6/17) at http://nifa.usda.gov/terms-and-conditions 3. General Provisions found in Title 2: 2 CFR Part 400; 2 CFR Part 415; 2 CFR Part 416; 2 CFR Part 418; 2 CFR Part 422; and, Title 7: 7 CFR Part 3430 - all incorporated by reference and found at http://www.gpo.gov/searchwebapp/browse/collectionCfr.action?collectionCode=CFR 4. The Approved Award Budget 5. NIFA Project Initiation Documents - incorporated by reference 6. The obligation of funds may be terminated without further cause unless the recipient commences the timely drawdown of funds; initial drawdown of funds signifies acceptance of award terms and conditions and should commence in a timely manner within the award period. Inquiries regarding ASAP Payment Accounts should be directed to the Financial Management Division at asapcustomerservice@nifa.usda.gov. 7. Colleges/Universities/Institutions of Higher Education Only: The negotiated rate(s) for F&A/IDC costs in effect at the time this award was approved is the F&A/IDC rate(s) that must be used for the life of this award. 8. Prohibition against using funds under Grants and Cooperative Agreements with Entities that require certain internal confidentiality agreements are referenced at https://nifa.usda.gov/prohibition-confidentiality-agreements 9. The Project Director is required to attend the annual Project Director's workshop/conference as stipulated in the RFA. <p>Co-Project Director(s): Wesley L Whittaker Ph.D. (Langston University), Steve S Zeng (Langston University), Tracey P. Miller Ph.D. (Langston University)</p>																												
<p align="center">FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE</p> <p>This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further cause unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from issuance date of the award.</p>																												
Typed Name Towana Deshazo Authorized Departmental Officer		Signature TDESHAZO		Date 12/12/2018																								

**United States Department of Agriculture
National Institute of Food and Agriculture
AWARD FACE SHEET**

ATTACHMENT E

1. Award No. 2019-38821-29034	2. Amendment No.	3. Proposal Number 2018-04908	4. Period of Performance 01/01/2019 through 12/31/2021	5. Type of Instrument Grant																							
6. Type of Action New	7. CFDA Number 10.216	8. FAIN 20193882129034	9. Method of Payment ASAP 38821290343882118000	10. CRIS Number 1018164																							
11. Authority: 7 U.S.C. 3152, Sec.1417(b)(4) of P.L. 95-113, as amended, 1890 Capacity Building Grants																											
12. Agency (Name and Address) Awards Management Division National Institute of Food and Agriculture/USDA Washington, DC 20250-2271		13. Awardee Organization LANGSTON UNIVERSITY LANGSTON, OK 73050-0000																									
14. Program Point of Contact: Antonio McLaren Telephone: 202-720-0742 antonio.a.mclaren@nifa.usda.gov		Administrative Point of Contact: Thomas Mason Telephone: 202-401-3482 tmason@nifa.usda.gov		15. Project Director/Performing Organization Terry A. Gipson Ph.D. Langston University Langston, OK 73050-730																							
16. Funding:			17. Funds Chargeable																								
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18- 862-38821	\$273,831.00																										
18. Title of Proposal Sky Wrangler: Smart Application of Precision Livestock Farming for Grazing Animals and Pasture Management																											
PROVISIONS																											
<p>This Award incorporates the following:</p> <ol style="list-style-type: none"> FY 2018 funds in the amount of \$273,831 are being withheld pending receipt and approval of the final reports for Award No. 2014-38821-22432. Once the final reports have been received and approved, funds in the amount of \$109,950 remain withheld pending receipt and approval of 1). a brief description duties for the senior/key personnel (\$51,450) and 2). rate of pay documentation and letter of commitment for the computer programmer (\$58,500). Please submit the requested information to awards@nifa.usda.gov with a copy to the Administrative Point of Contact referenced in Block 14 above. The referenced proposal and any revision thereto - incorporated by reference Research Terms and Conditions and NIFA Agency Specific Terms and Conditions (6/17) at http://nifa.usda.gov/terms-and-conditions General Provisions found in Title 2: 2 CFR Part 400; 2 CFR Part 415; 2 CFR Part 416; 2 CFR Part 418; 2 CFR Part 422; and, Title 7: 7 CFR Part 3430 - all incorporated by reference and found at http://www.gpo.gov/searchwebapp/browse/collectionCfr.action?collectionCode=CFR The Approved Award Budget NIFA Project Initiation Documents - incorporated by reference The obligation of funds may be terminated without further cause unless the recipient commences the timely drawdown of funds; initial drawdown of funds signifies acceptance of award terms and conditions and should commence in a timely manner within the award period. Inquiries regarding ASAP Payment Accounts should be directed to the Financial Management Division at asapcustomerservice@nifa.usda.gov. Prohibition against using funds under Grants and Cooperative Agreements with Entities that require certain internal confidentiality agreements are referenced at https://nifa.usda.gov/prohibition-confidentiality-agreements The organization's approved negotiated rate(s) result in the lesser indirect cost dollars for this project and is therefore the rate(s) that must be used when charging indirect costs under this award. The Project Director is required to attend the annual Project Director's workshop/conference as stipulated in the RFA. <p>Co-Project Director(s): Marcio White (Langston University), Ryszard Puchala (Langston University), Jiqin Ni (Purdue University), Ronald Lemenager (Purdue University), Marisa Erasmus (Purdue University)</p>																											
<p align="center">FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE</p> <p>This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further cause unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from issuance date of the award.</p>																											
Typed Name Sondra Watkins Authorized Departmental Officer		Signature SWATKINS		Date 12/19/2018																							

**United States Department of Agriculture
National Institute of Food and Agriculture
AWARD FACE SHEET**

ATTACHMENT F

1. Award No. 2019-38821-29042	2. Amendment No.	3. Proposal Number 2018-04851	4. Period of Performance 01/01/2019 through 12/31/2021	5. Type of Instrument Grant																								
6. Type of Action New	7. CFDA Number 10.216	8. FAIN 20193882129042	9. Method of Payment ASAP 38821290423882118000		10. CRIS Number 1018152																							
11. Authority: 7 U.S.C. 3152, Sec.1417(b)(4) of P.L. 95-113, as amended, 1890 Capacity Building Grants																												
12. Agency (Name and Address) Awards Management Division National Institute of Food and Agriculture/USDA Washington, DC 20250-2271		13. Awardee Organization LANGSTON UNIVERSITY LANGSTON, OK 73050-0000																										
14. Program Point of Contact: Antonio McLaren Telephone: 202-720-0742 antonio.a.mclaren@nifa.usda.gov		Administrative Point of Contact: Gail Martin Telephone: 202-401-0327 gmartin@nifa.usda.gov		15. Project Director/Performing Organization Roger Merkel Langston University Langston, OK 73050-0730																								
16. Funding:			17. Funds Chargeable																									
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	<u>Federal</u>	<u>Non-Federal</u>																										
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18- 862-38821	\$337,103.00																											
18. Title of Proposal Certification in a MoodleBox																												
PROVISIONS																												
<p>This Award incorporates the following:</p> <ol style="list-style-type: none"> The referenced proposal and any revision thereto - incorporated by reference Research Terms and Conditions and NIFA Agency Specific Terms and Conditions (6/17) at http://nifa.usda.gov/terms-and-conditions General Provisions found in Title 2: 2 CFR Part 400; 2 CFR Part 415; 2 CFR Part 416; 2 CFR Part 418; 2 CFR Part 422; and, Title 7: 7 CFR Part 3430 - all incorporated by reference and found at http://www.gpo.gov/searchwebapp/browse/collectionCfr.action?collectionCode=CFR The Approved Award Budget NIFA Project Initiation Documents - incorporated by reference The obligation of funds may be terminated without further cause unless the recipient commences the timely drawdown of funds; initial drawdown of funds signifies acceptance of award terms and conditions and should commence in a timely manner within the award period. Inquiries regarding ASAP Payment Accounts should be directed to the Financial Management Division at asapcustomerservice@nifa.usda.gov. Colleges/Universities/Institutions of Higher Education Only: The negotiated rate(s) for F&A/IDC costs in effect at the time this award was approved is the F&A/IDC rate(s) that must be used for the life of this award. Prohibition against using funds under Grants and Cooperative Agreements with Entities that require certain internal confidentiality agreements are referenced at https://nifa.usda.gov/prohibition-confidentiality-agreements The Project Director is required to attend the annual Project Director's workshop/conference as stipulated in the RFA. Form AD-1048 or other NIFA approved format must be completed by the approved consultant(s) and returned to the recipient for retention in the official award file. It is not necessary to send a copy to NIFA. (http://www.nifa.usda.gov/funding/all_forms.html) Pursuant to 2 CFR 200.331, pass-through entities must appropriately monitor subrecipient activities and must convey the requirements of the Federal grant as well as any additional requirements imposed by the pass-through entity. NIFA reserves the right to request and review subaward budget information during or after the Period of Performance of this award. Form AD-1048 or other NIFA approved format must be completed by the approved subawardee(s) and returned to the recipient for retention in the official award file. It is not necessary to send a copy to NIFA. (http://www.nifa.usda.gov/funding/all_forms.html) The organization's approved negotiated rate(s) result in the lesser indirect cost dollars for this project and is therefore the rate(s) that must be used when charging indirect costs under this award. 																												
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Typed Name Bruce Mertz Authorized Departmental Officer		Signature BMERTZ		Date 12/20/2018																								

**United States Department of Agriculture
National Institute of Food and Agriculture
AWARD FACE SHEET**

ATTACHMENT F

1. Award No. 2019-38821-29042	2. Amendment No.	3. Proposal Number 2018-04851	4. Period of Performance 01/01/2019 through 12/31/2021		5. Type of Instrument Grant
6. Type of Action New	7. CFDA Number 10.216	8. FAIN 20193882129042		9. Method of Payment ASAP 38821290423882118000	10. CRIS Number 1018152
11. Authority: 7 U.S.C. 3152, Sec.1417(b)(4) of P.L. 95-113, as amended, 1890 Capacity Building Grants					
12. Agency (Name and Address) Awards Management Division National Institute of Food and Agriculture/USDA Washington, DC 20250-2271		13. Awardee Organization LANGSTON UNIVERSITY LANGSTON, OK 73050-0000			
14. Program Point of Contact: Antonio McLaren Telephone: 202-720-0742 antonio.a.mclaren@nifa.usda.gov		Administrative Point of Contact: Gail Martin Telephone: 202-401-0327 gmartin@nifa.usda.gov		15. Project Director/Performing Organization Roger Merkel Langston University Langston, OK 73050-0730	
16. Funding:			17. Funds Chargeable		
	<u>Federal</u>	<u>Non-Federal</u>	<u>FY - FDC</u>	<u>Amount</u>	<u>FY - FDC</u> <u>Amount</u>
Previous Total	\$0.00	\$0.00			
+ or -	\$337,103.00	\$0.00	18- 862-38821	\$337,103.00	
Total	\$337,103.00	\$0.00			
Grand Total	\$337,103.00				
18. Title of Proposal Certification in a MoodleBox					
PROVISIONS					
Co-Project Director(s): Terry A. Gipson Ph.D. (Langston University), Abner Rodriguez Ph.D. (University of Puerto Rico at Mayaguez), John Fernandez Van Cleve (University of Puerto Rico, Mayaguez), Lynn P. Brandenberger (Oklahoma State University)					
<p align="center">FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE</p> This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further cause unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from issuance date of the award.					
NIFA-2009 Page No : 2 / 2					

FISCAL AGENT AND SHARED SERVICES AGREEMENT

This Fiscal Agent and Shared Services Agreement ("Agreement") is made and entered into this 2nd day of 2019, 2018 (the "Effective Date") by and between Oklahoma State University, an institution of higher education of the State of Oklahoma (hereinafter referred to as "OSU"), and Langston University, an institution of higher education of the State of Oklahoma (hereinafter referred to as "LANGSTON").

WHEREAS, OSU and LANGSTON are separate agencies of the State of Oklahoma under the Board of Regents for the Oklahoma Agricultural & Mechanical Colleges (hereinafter referred to as the "Board of Regents");

WHEREAS, OSU is a provider of post-award services in support of sponsored programs; and

WHEREAS, LANGSTON desires OSU to provide sponsored program services for and on behalf of LANGSTON;

NOW, THEREFORE, the parties agree as follows.

1. As used in this Agreement, a "Sponsored Program" refers to a project, activity, and/or program that is supported wholly or in part by restricted funds awarded to LANGSTON by a sponsor for a specified and limited program period and/or a specified use or outcome of performance. The following are not sponsored programs within the scope of this Agreement: direct payments to individuals, such as faculty fellowships and sabbatical support; student financial aid; gifts and bequests to LANGSTON; and donations of equipment or property.
2. Payment. The fees due to OSU for Sponsored Program services rendered under this Agreement during the initial term is \$199,959.96 per year, to be paid by LANGSTON in monthly installments of \$16,663.33. Payments are due to OSU on the first day of each month during the pendency of the Agreement.
3. OSU will provide the following services in support of LANGSTON's Sponsored Programs.
 - A. Communication
 - i. Facilitate communication between LANGSTON, OSU, and sponsors of the Sponsored Programs regarding post-award administration.
 - B. Certifications and Representations
 - i. Provide assistance in securing any certifications necessary for LANGSTON's compliance with the Sponsored Programs.
 - C. Operational Policy and Procedures Reviews
 - i. Review LANGSTON's policies for directing Sponsored Program activities and, if applicable, provide recommendation(s) for policy modification.

- ii. Assist in the in the development of additional policies for efficient management of the Sponsored Programs, as needed.
- D. Preaward and Proposal
- i. Assess LANGSTON's Sponsored Program proposal approval processes and, if applicable, provide recommendation(s) for approval process modification.
 - ii. Assist in the development of additional processes for Sponsored Program approval, as needed.
 - iii. Review and approve Sponsored Program proposal budgets prior to submission.
 - iv. Evaluate Facilities and Administrative Cost Proposals associated with the Sponsored Programs and, if applicable, provide recommendations for proposal modification.
- E. Current Fund Review
- i. Audit awarded Sponsored Program funds for appropriate financial coding and award compliance.
 - ii. Review accuracy of Catalog of Federal Domestic Assistance information for Sponsored Program funds.
 - iii. Review LANGSTON personnel assignments to the Sponsored Programs for appropriateness (direct vs. indirect personnel costs).
 - iv. Review current and past expenditures to ensure they are within the scope of the applicable Sponsored Program.
 - v. Review outstanding receivables:
 - a. Reconcile award expenditures and revenues received to determine appropriate accounts receivable balances.
 - vi. Process any overpayments:
 - a. Determine if excess funding has been received and make final disposition of the residual.
 - vii. Conduct inventories of equipment funded by the Sponsored Programs in conjunction with the LANGSTON Liaison:
 - viii. Prepare closeout and reconciliation of Sponsored Programs upon their completion.
 - ix. Correct and reconcile current Sponsored Program funds, as needed.
 - x. Re-establish Sponsored Program funds, as needed.
- F. Billing Processes/Fund Management
- i. Invoice and place any and all revenues received on behalf of LANGSTON into appropriately designated LANGSTON accounts.
 - ii. Audit Sponsored Program accounting processes and cash management, including a review of expense classifications.
 - iii. Establish billing processes within Banner, as needed.
 - iv. Review approval processes and internal controls for Sponsored Program expenditures.

- v. Review recharge centers for compliance with Cost Accounting Standards.
 - vi. Establish and/or reassign access to appropriate federal payment management systems, as needed.
 - vii. Review LANGSTON's deposit procedures for Sponsored Program funds and, if applicable, provide recommendation(s) for deposit procedure modification.
 - viii. Assist in the development of additional procedures for deposit of Sponsored Program funds, as needed.
 - ix. Reconcile revenues with billings and receipts.
 - x. Develop drawdown processes for federal student financial aid awards and assist in the reconciliation and annual reporting of federal student financial aid award funds.
- G. Subrecipient Monitoring
- i. Review process for monitoring Sponsored Project funds routed to subrecipient contractors and, if applicable, provide recommendation(s) for process modification.
 - ii. Assist in the in the development of additional procedures for monitoring subrecipients of Sponsored Program funds, as needed.
- H. Training
- i. Provide training to LANGSTON personnel regarding post-award management of Sponsored Programs, the policies and procedures developed under this Agreement, and the Uniform Guidance under 2 C.F.R. § 200. Training will be provided on an ongoing basis and upon LANGSTON's reasonable request.
- I. Procurement Compliance for Federal Awards
- i. Review process for purchasing approvals using Sponsored Program funds for compliance with 2 C.F.R. §200.317-326 and, if applicable, provide recommendation(s) for process modification.
 - ii. Assist in the in the development of additional procedures and training for procurement practices, as needed.
- J. Effort Reporting Policy and Compliance Review and/or Development of Methods
- i. Review process for monitoring and reporting effort under Sponsored Programs and, if applicable, provide recommendation(s) for process modification.
 - ii. Assist in the in the development of additional procedures and training for monitoring and reporting effort, as needed.
- K. Compliance Audit, Agency Reviews, Inspector General Reviews, and Desk Audits
- i. Assist and/or participate in Sponsored Program audits and reviews conducted by sponsors or other third parties.
- L. General Oversight

- i. Prepare reports detailing fund management upon request from LANGSTON, the sponsors of the Sponsored Programs, and/or the Board of Regents.
 - ii. Ensure OSU has sufficient staff, training, and supervision to perform its obligations under this Agreement.
 - iii. Establish Banner access to LANGSTON data systems and cross-walking workflows to accommodate OSU staff in the LANGSTON processes.
 - iv. Coordinate with LANGSTON Liaison regarding the Sponsored Program services.
- 4. LANGSTON agrees to support the Sponsored Programs by providing the following.
 - A. Appoint a single point of contact or liaison to provide support and facilitate communication between LANGSTON and OSU (referred to herein as the “LANGSTON Liaison”). The LANGSTON Liaison will submit Sponsored Program proposals to sponsoring agencies and provide assistance to OSU in obtaining documentation necessary for expenditure support, financial compliance, and technical reports pertinent to the Sponsored Program awards. The LANGSTON Liaison will also be responsible for coordinating meetings and training seminars between LANGSTON and OSU personnel, as well as assisting LANGSTON academic departments with questions related to the Sponsored Programs.
 - B. Pay and remit all fees due to OSU for services rendered under this Agreement.
 - C. Comply with all required terms and conditions of the Sponsored Programs.
 - D. Maintain appropriate documentation supporting activities and expenditures for Sponsored Programs.
 - E. Provide Sponsored Program proposal budgets to OSU for OSU’s review and approval prior to submission.
 - F. Receive, approve, and timely submit by appropriate processes all expenditures for Sponsored Programs for which reimbursement is required.
 - G. Certify that Sponsored Program expenditures are appropriate. Eliminate any expenditures identified by OSU or sponsor as not appropriate to the support of the Sponsored Programs.
 - H. Assist with OSU’s reviews and audits of LANGSTON Sponsored Program processes and activities under this Agreement, including preaward approval, fund review, billing processes and cash management, subrecipient monitoring, procurement compliance, and effort reporting.

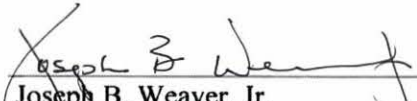
- I. Assist and/or participate in Sponsored Program audits and reviews conducted by sponsors or other third parties.
5. The parties agree and acknowledge that LANGSTON remains the overall and administratively responsible party for the Sponsored Programs awarded to LANGSTON. LANGSTON will receive and retain all revenues derived from its Sponsored Programs and maintain responsibility of any obligation derived from over-expenditures, unallowable costs, and required repayments resulting from unallowable expenditures and/or fines, past and future.
6. LANGSTON and OSU will comply with applicable university and Board of Regents policies, state and federal laws, agency rules, and regulations set by awarding agency requirements.
7. Term and Termination.
 - a. Initial Term. The initial term of this Agreement expires on June 30, 2020.
 - b. Renewal. The scope of the Sponsored Program services and obligations under this Agreement (as set forth in Sections 3 and 4) will be evaluated and a new fee structure will be negotiated annually for all Sponsored Program services provided by OSU after the initial term.
 - c. Breach. In the event that either party believes that the other party is in violation of any provision of this Agreement, the non-defaulting party will provide written notice to the defaulting party's representatives listed in this Section 7(c). The defaulting party will have sixty (60) days to cure the alleged breach; provided, however, that if the breach is such that it cannot be cured, or if substantial damage caused by the breach has already occurred, the opportunity to cure shall not be applicable.
 - i. LANGSTON: Notice of alleged breach to be provided to the President of Langston University, the President's designee, and the LANGSTON Liaison.
 - ii. OSU: Notice of alleged breach to be provided to the Associate Vice President for Administration and Finance, Controller & Director of Accounting, and Director of Grants and Contracts Financial Administration.
 - d. Termination.
 - i. If in the judgment of the Vice President for Finance at OSU and/or the [Equivalent Position or President] at LANGSTON at any time during the term of this Agreement sufficient funds are not appropriated or if funds become otherwise unavailable to continue the functions to be performed by this contract, the relevant party

may terminate the Agreement at the end of the then current fiscal year.

- ii. OSU or LANGSTON may terminate the Agreement without cause upon ninety (90) days' written notice to the other party. Payment will be due for all Sponsored Program services performed by OSU up to the date of termination. OSU will assist with the transfer of the Sponsored Program services to LANGSTON or an entity designated by LANGSTON during the termination period.

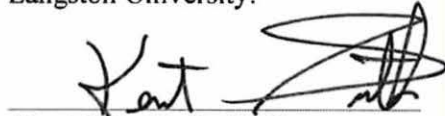
IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on the day and year as noted by their signatures.

Oklahoma State University:


Joseph B. Weaver, Jr.
Senior Vice President, Administration and Finance
Oklahoma State University

Date: 1-2-18

Langston University:


Kent J. Smith, Jr. Ph.D.
President
Langston University

Date: 12/20/19

ENGAGEMENT AGREEMENT

**Branding, Marketing, Advertising,
Public Relations, and Web**

January 7, 2019



LANGSTON
UNIVERSITY

> the design group
a multicultural communications company



THE FIRM / COMPANY BACKGROUND

The Design Group (TDG) appreciates the opportunity to submit this response to Langston University.

As the region's only full-service, multicultural communications agency, we are confident our staff of integrated marketing strategists, creative strategists, art directors, copywriters, grassroots outreach specialists and media and public relations professionals can fully address all of the special needs of Langston University's marketing initiatives.

We are the only firm in the region that operates on the foundational ethos that Ethnic-Market Messaging coupled with General-Market Messaging yields Total-Market Value. Whether the marketing need requires local or statewide media planning and placement, public relations, creative development or event development and management, The Design Group continues to exceed expectations.

Why do we use the term "Africanic" or "Black" instead of "African American"? Although African Americans are the majority at 89 percent, the U.S. Black population is representative of the entire Black diaspora, including Black Hispanics, Caribbean and African immigrants and those who identify as a combination of Black and another race.

Many Black Caribbean immigrants, along with Canadian or Europeans of African descent feel excluded from the term "African American" or believe that it does not accurately reflect their cultural background. **At The Design Group, we are committed to marketing communications that are authentic, culturally relevant and intellectually and emotionally engaging. We've raised the bar with our lifestyle and lifestage consumer segmentation approach.** Every day we validate the idea that being Black is more than skin color. It's about a mindset—a mindset that evolves as you penetrate deeper and deeper within the subsets of the Black consumer segment, realizing that attitudes and brand perceptions can shift greatly among these groups.

Se Habla Español is not enough

Se Habla Español is not enough when trying to connect to the country's fastest -growing consumer segment. The Design Group recognizes that the core values and nuances that reside deep within the heart of the Latinx culture must be tapped if there is to be behavioral change. However, the Latinx community is not one monolithic group of Spanish-speaking people. Is it Hispanic, Latino, Latin American or American Latino? The answers lie with us.

Clients such as the **Arkansas Department of Higher Education, Arkansas Department of Career Education, University of Central Arkansas, University of Arkansas at Pine Bluff, Shorter College, Little Rock School District, Responsive Education Solutions, and Lighthouse Academies Public Charter Schools** have retained The Design Group for our unique ability to catapult a “what if” concept into a top-of-mind message that resonates with all audiences.

We are culture-based planners who continue to develop and implement integrated strategies that extend across multiple communications platforms and often cross ethnic boundaries.

We continue to reinvent how brands reach the new diversity-rich marketplace.

SCOPE OF SERVICES

Brand Architecture Development / Strategic Planning

We live in a branded world. Everything is branded—from products to experiences. Some research studies have shown that babies as young as age 18 months recognize brands. Brands become a short-hand for your customers and telegraph certain attributes and qualities to the marketplace, making it easy for the customer to choose your brand.

Our unique point of difference in the planning and execution of truly integrated communication campaigns that BUILD FRANCHISE BRANDS stems from our deep commitment to one particular discipline to which most other “full-service” firms merely tip a hat: ethnographic market research. Our market research team understands that solid marketing efforts begin with a strong research foundation, consensus-based strategic planning, and resonance with internal stakeholders, and the integration of research and planning with strategic communication.

The Design Group has six key areas of concentration to give you the critical information you need to manage your brand: **creating a new brand strategy, understanding how far your brand can stretch, brand architecture, brand management, revitalizing brands and brand positioning.**

Branded Creative Content Development

The Design Group creates cultural narratives: relevant experiences that weave brands and their audiences together through conversations and meaningful interaction. We birth campaigns that create consumer reaction and result in brand activity. Whether it's TV, radio, online, print, mobile, outdoor, in-store, direct mail, brochures, annual reports or internal employee communication, The Design Group has the creative bench strength to exceed your university's expectations.

SCOPE OF SERVICES

Design and Print Production

The Design Group works each day to develop **RELEVANT, AUTHENTIC and ENGAGING** print communications.

Our portfolio includes collateral tools for business-to-consumer and business-to-business utilization. Design is not a layout. Design is a well-coordinated series of elements working together to motivate, inspire and create change. Great design works on scales both large and small. It applies to a single page, and it applies to entire businesses. Our cypher of art directors, illustrators, copywriters and photographers specialize in identity design, brand standards, brochure design, packaging, tradeshow display design and website design.

Film and Video Production

The Design Group has a rich history of producing high-quality, modestly priced moving pictures. Our award-winning staff has designed and created production work for companies such as the Memphis Grizzlies, Cox Communications, University of Arkansas at Pine Bluff, Arkansas Department of Higher Education, and has more than two decades of industry experience in a variety of production styles, including promotional and educational video production. We are specialists in providing the highest quality in High Definition digital video production that is specifically catered to your expected outcomes.

SCOPE OF SERVICES

Media Planning and Buying

The Design Group's media department prides itself in its negotiating prowess. It is commonplace to negotiate for nonprofit organizations a one-for-one media schedule with at least a 30% greater efficiency than our contemporaries on every campaign. Throughout the process of media planning and buying, the needs, goals and overall objectives of the client are front and center. The development of each plan focuses on both meeting established goals and delivering better media Returns on Investment.

As one of the region's premier media planning groups, we know that increased reach and frequency to your target demo means better results for your media dollars. To make that happen, we guarantee hands-on management 24 hours a day, 7 days a week. This laser-like focus on results ensures that every dollar of your budget is well spent and is working harder for you.

Planning Steps

Consult with client to determine marketing goals/objectives

Analyze media options to best reach client goals

Outline potential strategies for client input

Collaborate with client to fine tune the media plan

Execute the plan with regular client updates at every step

Evaluate performance constantly to make any necessary adjustments instantly

With decades of success, our media specialists know what it takes to build a winning media strategy. Whether you need television media buying, radio, web, outdoor or social media, The Design Group offers years of "results-based" experience.

SCOPE OF SERVICES

Public Relations

Navigating the earned media universe is important in today's complex communications environment. The Design Group's wide range of professional experience enables us to promote with a rare combination of business savvy, personal knowledge and hands-on interest. This makes all the difference. Our unique range of experience and expertise makes our public relations campaigns more accessible to our target audiences and more effective for our clients. An exceptional PR firm secures attention for a client to announce their services, talents and triumphs to as wide an audience as possible. While each strategy varies, The Design Group is consistently preparing media releases, pitching stories, cultivating media relationships and securing impressive Returns on Investment for our clients whether at the local, state or national level.

Website Development and/or Hosting

The Design Group equips our clients with capabilities far beyond a typical full-service agency. We don't just create static HTML websites for our clients—we provide strategic analysis and expert technical implementation that solve real-world problems.

Clients select our company because of our unique ability to blend creative graphic design with dynamic web programming. Many website design companies stop there, but at The Design Group, clients benefit from the proven experience of effective website search engine optimization and website marketing. Because of our unique ability to seamlessly integrate these services together, we achieve amazing results for our clients.

SCOPE OF SERVICES

Event Management

Helping businesses and associations interact with their customers and supporters is a must to attain sustainable growth. The Design Group offers more than 30-plus combined years of event management expertise. We know how to skillfully manage the many challenges that can occur during a meeting. It is our responsibility to find creative solutions to any problems that may develop and resolve them so that the participants are never aware that a “challenge” ever existed.

We will assume full ownership of all pre-event communications, air and ground transportation arrangements, site planning, event registration, and on-site management. It is our responsibility to concentrate on the logistics of the event so that our clients can focus on content.

Cross-Cultural Communications

The Design Group is committed to implementing marketing communications that are authentic, culturally relevant, and intellectually and emotionally engaging. Every day, the firm’s work lends credence to the idea that being Black or Latinx is about more than skin color: It’s about mindset—a mindset that evolves within the various layers of Black and Latino consumer bases. We are experts at channeling our work to reflect these various attitudes, tailoring our clients’ brands to each population segments’ needs, behaviors, ideas and lifestyles.

ENGAGEMENT SPECIFICS:

This agreement is made and effective this 7th day of January, 2019, between Langston University, hereafter referred to as Client, and The Design Group (Agency). In consideration of the mutual agreement to provide strategic counsel in areas of marketing, advertising, public relations, and web development / hosting services to the above Client, both parties agree to the following:

Scope of Work

The Design Group's primary monthly deliverables will be inclusive of, but not limited to:

- Lead Public / Media Relations activity (develop press releases, pitch stories to press, draft Op-Eds and feature stories, coordinate monthly earned-media evaluations of traditional and web-based media)
- Brand Audit and Communications Architecture Development
- Provide Creative and Technical Writing Support for print, web, collateral, etc.
- Host and update current (University) website
- Graphic Design (Web, Print, Outdoor, Collateral)
- Media Planning and Buying (TV, Radio, Web, Outdoor, Print)
- Serve as a communications clearinghouse for all departments across the campus network

Agency compensation will be a minimum annual fee of \$79,200 for account services / public relations provided to the Client. **Agency requests payments be made in equal monthly installments of \$6,600 commencing February, 2019 and ending January, 2020.**

ENGAGEMENT SPECIFICS:

Termination

- Agency shall continue to serve as Client's advertising Agency until Client or Agency shall terminate Agency's services with or without cause, or with respect to specified products or services assigned to Agency by giving not less than thirty (30) days' prior written notice by registered mail to the principal place of business of the other. Notice of termination shall become effective upon receipt of such notice by the party to whom it is addressed.
- Agency's rights and duties hereunder shall continue in full force during the thirty day notice period, but Agency's responsibilities shall be limited to supervising and administering then existing advertising campaigns.
- Any reservation, contract or agreement made by Agency for Client prior to the termination date which continues beyond the termination date will be carried to completion by Agency and paid for by Client in accordance with this agreement unless Client directs Agency to transfer such reservation, contract or arrangement to another entity and Client releases and indemnifies Agency, in which event Agency will attempt to make such transfer, subject to obtaining any necessary consent of third parties. Agency will be entitled to its commissions, fees and payments for services performed prior to accomplishing the transfer. Upon termination, provided that the Client has no outstanding indebtedness to Agency and Client assumes any third party obligations (including, without limitation, any applicable union or guild obligations relating to the production and use of commercials), Agency shall transfer in accordance with Client's instructions all property and materials owned by Client which are under Agency's control.

ENGAGEMENT SPECIFICS:

Termination Due to Lack of Funding Appropriation

- Notwithstanding the terms of Engagement Specifics, Scope of Work, of this agreement, if, in the judgment of the Chief Fiscal Officer of Langston University (“LU”), sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, LU may terminate this agreement at the end of its current fiscal year. LU agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided LU, if applicable, under the contract. LU will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by LU, title to any such equipment, if applicable, shall revert to contractor at the end of LU’s current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to LU or the contractor.

Terms of Agreement

The duration of this relationship will remain active until January 7, 2020, for a (1) one-year period and may be extended for (1) one-year period.

ENGAGEMENT SPECIFICS:

Billing

Agency will invoice Client monthly for fees and expenses incurred that month. Each invoice will be dated the last business day of the month and will be delivered no later than ten business days following the end of the month.

Dispute Resolution

Agency and Client agree to timely participation in good faith in mediation of any disputes arising out of this agreement before instituting legal action related to such dispute. This agreement will be governed by laws of the State of Oklahoma.

Indemnification and Insurance

Subject to the provisions herein, Agency shall defend, indemnify, and hold harmless Client and its employees from and against all claims, demands, liabilities, causes of action, suits, judgments, and expenses (including attorneys' fees) for any bodily injury and property damage claims arising from the negligence or misconduct of Agency or its employees, agents, contractors or invitees. These indemnification provisions shall survive termination or expiration of this contract.

Acceptance

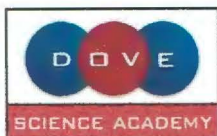
By signing below, the agreement shall commence between Langston University and The Design Group

For: Langston University
By: _____

For: The Design Group
By: _____

Date: _____

Date: _____



DOVE SCHOOLS

ATTACHMENT I

4230 N Santa Fe Ave, Oklahoma City, OK 73118 Tel: 405-605-0201 Fax: 405-604-2760

November 26th, 2018

Langston University
Attn: Dr. Kent J. Smith
PRESIDENT
P.O. Box 907
Langston, OK 73050

RE: Letter of Intent for charter amendment

Dear Dr. Smith,

We thank you so much for your hospitality and openness during our visit to your office. We would like to amend our charter to reflect the points raised during that meeting. This letter of intent briefly outlines the changes for next school year.

Current		
<i>Campus Name</i>	<i>Grade Level</i>	<i>Location</i>
Dove Science Academy-Tulsa	7-12	280 S Memorial Dr.
Discovery School of Tulsa	Pre K-6	4821 S 72nd E Ave.
Change To		
<i>Campus Name</i>	<i>Grade Level</i>	<i>Location</i>
Dove Science Academy-Tulsa	Pre K-8	280 S Memorial Dr.
Discovery School of Tulsa	Pre K-8	4821 S 72nd E Ave.
New Site	9-12	To be determined

Should you need any further information, please do not hesitate to contact me.
Sincerely,

Ibrahim SEL, Ph.D.

Superintendent
DOVE Schools, Inc.

CHARTER EXPANSION REQUEST DOVE SCHOOLS - TULSA

Summary

Dove Schools first began serving Oklahoma students in 2000. In the 18 school years since we opened our doors, we have consistently succeeded in providing a rigorous college preparatory STEM-based curriculum with a strong emphasis on discipline, character education, and service to the community. With a diverse student body of over 85% minority and over 80% free/reduced lunch each year of operation, Dove serves the students and families who need the most help. We are requesting (as summarized in the following table):

1. An additional site in Tulsa to serve as a High School,
2. To change the grade configuration in Dove Science Academy-Tulsa (North Campus) from 7-12 to Pre-K-8 to provide the same rigorous program to students at earlier ages,
3. To change the grade configuration in Discovery School of Tulsa (South Campus) from Pre-K-6 to Pre-K-8 to have a second middle school to feed one single high school.

Current		
<i>Campus Name</i>	<i>Grade Level</i>	<i>Location</i>
Dove Science Academy-Tulsa	7-12	280 S Memorial Dr.
Discovery School of Tulsa	Pre K-6	4821 S 72nd E Ave.
Change To		
<i>Campus Name</i>	<i>Grade Level</i>	<i>Location</i>
Dove Science Academy-Tulsa	Pre K-8	280 S Memorial Dr.
Discovery School of Tulsa	Pre K-8	4821 S 72nd E Ave.
New Site	9-12	To be determined

High expectations and success have become the culture at Dove. We rank among the top performing schools in the state each year based on external evaluations such as Academic Performance Indexes, State School Report Cards, and a variety of other school ranking/accreditation reports. Our attendance rates, graduation rates, and state testing scores far exceed the district, state, and national targets. Just this year, we were named a State and National School of Character and nominated by the OSDE as a Blue Ribbon School.

Proposed location of the new site

The Dove Foundation is currently in the process of searching for a building either to lease or purchase. Few buildings have already been identified and the negotiations are currently underway to achieve the best deal.

Statistics for Current Schools

Dove Science Academy-Tulsa

Established	: 2000
Enrollment	: 626
Grade levels	: 7-12
Attendance Rate	: 95 %
Free/Red. Lunch	: 76 %
Demographics	(%)
Caucasian	: 20
Hispanic	: 64
African American	: 11
Asian	: 1
Native American	: 2

Dove School of Discovery Tulsa ES

Established	: 2009
Enrollment	: 407
Grade levels	: Pre K-6
Attendance Rate	: 97%
Free/Red. Lunch	: 78%
Demographics	(%)
Hispanic	: 34
Caucasian	: 27
African American	: 23
Asian	: 5
Native American	: 3

Dove Alumni

1055 have graduated from Dove Schools since 2005. 182 have completed and received higher education degrees. 692 students are currently enrolled in higher education program. This clearly shows that Dove Graduates complete College Education at a much higher rate than their peers in the state as well as nation. In order to make it possible

Dove provides services such as :

College Guidance

Career Guidance

FAFSA Assistance

College Transferring

GYOT Scholarship

Lionel Chow Scholarship

Networking Events

Senior Transition Services

Hedgestone Properties

ATTACHMENT J

Invoice

1050 East 2nd Street #364
Edmond, OK 73034

Date	Invoice #
11/4/2018	1

Bill To
Langston University Kent Smith 701 Sammy Davis Jr Drive Langston, OK 73050

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			11/4/2018			

Quantity	Item Code	Description	Price Each	Amount
1,000	Books	Books	0.00	0.00
157	Class Room Tables	Class Room Tables	20.00	3,140.00
29	Round Table	Round Table	30.00	870.00
13	HBO Chair	Orthopedic High Back Office Chair	75.00	975.00
101	U Chair B/G	Upholstered Chair Blue/Grey	20.00	2,020.00
2	P Rack TSD	Periodical Rack Turn Style Design	75.00	150.00
3	G Table WR	Glass table waiting room	20.00	60.00
223	RSCCD Chair	Rolling/Swivel adjustable Computer Desk Chair	40.00	8,920.00
26	D Chair WA	Desk Chairs with arms (same as RSCCD Chair)	40.00	1,040.00
217	Computers	Computers Windows 7, with keyboards, mouse, speakers, and all cables, etc.	25.00	5,425.00
40	Black Swivel Chair	Black Swivel Chair	20.00	800.00
12	Lobby Chairs	Lobby Chairs	75.00	900.00
16	Lib Bk Shelf	Library Bookshelves	40.00	640.00
19	Office BK Shelf	Office Bookshelves	40.00	760.00
52	Hon I	Office 4 Drawer Hon Filing Cabinet wide style	25.00	1,300.00
28	GR Bins	Green Recycle Bins	5.00	140.00
1	Tripod	Tripod	1.00	1.00
24	BTW Bins	Black Tall Waste Bins	5.00	120.00
37	T Waste Cans	Tan Tall Waste Cans	5.00	185.00
44	WD Trash Bins	Wire Desk Trash Bins	5.00	220.00
2	32" NEC TV's	32" NEC TV's	25.00	50.00
1	Lib 3 BK shelf	Library 3 Shelf Bookshelves	20.00	20.00
10	R Wh Boards	Rolling White Boards Double sided, built in bulletin boards in bottom panel	60.00	600.00
11	2 Dr LF Cabinet	2 Drawer Long Filing Cabinet	20.00	220.00
7	Printers	Printers	15.00	105.00
79	LSO Desk	L Shaped Office Desk with drawers (some included a hutch and additional piece, some do not)	55.00	4,345.00
			0.00	0.00
			0.00	0.00
22	S Desk	Simple Registrar Desk	20.00	440.00
130	Desk/Table w/w	Desk Table With Wheels	20.00	2,600.00
20	Wall Clock	Wall Clock	1.00	20.00
			Total	

Hedgestone Properties

1050 East 2nd Street #364
Edmond, OK 73034

Invoice

Date	Invoice #
11/4/2018	1

Bill To
Langston University Kent Smith 701 Sammy Davis Jr Drive Langston, OK 73050

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			11/4/2018			
Quantity	Item Code	Description			Price Each	Amount
162	Computer Desk	Computer Desk			30.00	4,860.00
1	Coat Rack	Coat Rack			1.00	1.00
1	Tape Dispensers	Tape Dispensers			1.00	1.00
1	Switches	Switches			1.00	1.00
1	Staplers	Staplers			1.00	1.00
1	Markers	Markers			1.00	1.00
1	Hole Punchers	Hole Punchers			1.00	1.00
73	Power Strips	Power Strips			2.00	146.00
1	Brooms	Brooms			1.00	1.00
17	Bullentin Boards	Bulletin Boards			3.00	51.00
31	Dry Erase Boards	Classroom Dry Erase boards with some markers and erasers			20.00	620.00
26	P Screens	Projection Screens			20.00	520.00
26	Projectors	Projectors			25.00	650.00
23	Podium	Podium			10.00	230.00
459	SS Chair	Stackable Student Chair			20.00	9,180.00
68	G Shelve U	Galvanized Shelving Units			10.00	680.00
					0.00	0.00
					0.00	0.00
4	HON II	Hon Tall 2 Door Supply Cabinet			30.00	120.00
1	BD Chair & Lamp	Blood Drawing Chair & Lamp			50.00	50.00
					0.00	0.00
150	Wall Art	Wall Art			1.00	150.00
6	HBL Chair	High Back Lab Chairs			50.00	300.00
1	R Stool	Rolling Stool			20.00	20.00
5	Eye Wash	Eye Wash Station			2.00	10.00
1	Sharps	Sharps Disposal Boxes for all, quantity unknown approximate. 5			5.00	5.00
					0.00	0.00
1	RHT Can	Red Hazard Trash Can			5.00	5.00
1	M Med Sup	Misc. Nursing Medical Supplies found throughout out interior of campus			100.00	100.00
1					0.00	0.00
5	Micro	Microwaves			10.00	50.00
1	Coffee Bunn	Coffee Bunn			15.00	15.00
					Total	

Hedgestone Properties

1050 East 2nd Street #364
Edmond, OK 73034

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Bill To
Langston University Kent Smith 701 Sammy Davis Jr Drive Langston, OK 73050

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			11/4/2018			
Quantity	Item Code	Description			Price Each	Amount
1	Toster / Oven	Toaster / Oven			5.00	5.00
5	Towel Machine	Brand New Paper Towel Machine			10.00	50.00
5	2 Roll top Machines	Brand New 2 Roll top machines			1.00	5.00
2	W Board Sign	White Board Sign			0.00	
		Dry Erase Event Signs				
5	Push cart	Push Cart for Mail/Files			5.00	25.00
1	SC Rack	Smock Coat Rack			5.00	5.00
1	Dormer Fridge	Dormer Refrigerator			20.00	20.00
2	Safes	Safes			50.00	100.00
45	Hon IIII	Hon Standard Single Width 4 drawer file cabinet			15.00	675.00
1	Postage Machine	Postage Machine			1.00	1.00
3	SS Sink	Stainless Sink with rinsers			100.00	300.00
1	Gl D Case	Glass Display Case Cosmetology			100.00	100.00
1	Gl W Table	Glass Wall Table			20.00	20.00
3	GL B Shelf	Glass Back Shelves			20.00	60.00
8	Linen Tan Bins	Linen Tan Bins			10.00	80.00
1						
1	W & D	Washer & Dryer pair			50.00	50.00
9	SS Trashcans	Stainless Steel Trash cans			10.00	90.00
1	Radio	Satellite Radio System			50.00	50.00
9	Misc Shelves	Misc Shelves			5.00	45.00
3	Wh Med Table	White Medical Table With Nurse's Stool			100.00	300.00
3	Wh Med Cart	White Medical Towel Cart			10.00	30.00
	Lockers	120 Lockers				0.00
1	MS Table	Mail Faculty Sorter Table			100.00	100.00
4	Picnic Table	Picnic Table			5.00	20.00
2	OD Trash Can	Outdoor Trash Can			10.00	20.00
2	Big Frig	Big Refrigerator			75.00	150.00
2	Cafe Stand	Cafeteria Lounge Stand			30.00	60.00
1	Rx Step Stool	Pharmacy Step Stool			5.00	5.00
1	IV Bag Stand	IV Bag Stand			10.00	10.00
1	Rx Mobile	Pharmacy Mobile Countertop/ 8 Student Station			100.00	100.00
					Total	

Hedgestone Properties

1050 East 2nd Street #364
Edmond, OK 73034

Invoice

Date	Invoice #
11/4/2018	1

Bill To
Langston University Kent Smith 701 Sammy Davis Jr Drive Langston, OK 73050

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			11/4/2018			
Quantity	Item Code	Description			Price Each	Amount
3	Lamp	Fancy Reception Lamps			5.00	15.00
1	Misc Comp parts	Misc Computer parts, displays, cables, mouse, speakers, keyboards, hard drives, laptops, server tower parts, ethernet cables, over 1,000 in quantity			200.00	200.00
1	office supplies misc	Office supplies including staplers, hole punchers, tape dispenser, markers, pens, clipboards, file holders, 1000-5000 pieces			300.00	300.00
1	Pharmacy	The entire contents of the pharmacy supplies that are not listed including chemistry equipment			100.00	100.00
1	Medical Exam Table	Medical / Patient Exam Table			50.00	50.00
	Discount	20% of Total			-11,395.20	-11,395.20



Office Relocation Proposal

Prepared for

Langston University

Prepared By: Adam Nevitt
405-208-9228
anevitt@a-1freeman.com
A-1 Freeman Moving Group
11517 N. Broadway Ext.
Oklahoma City, OK 73114
www.a-1freeman.com

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Proposal Certification

January 9th, 2019

Dr. Kent Smith
President
Langston University
701 Sammy Davis Jr. Dr.
Langston, OK 73050

RE: Office Furniture Relocation (Virginia College, Tulsa, OK)

Dr. Smith

Thank you for allowing A-1 Freeman Moving Group to participate in this valued opportunity. We appreciate your consideration and approval of our firm to make this move a smooth and hassle-free experience.

The following pages contain pertinent information and a scope of work for your impending relocation. You will find a review of our specific approach to your move, helpful information to properly prepare for the move, a cost proposal and other valuable information.

We appreciate your time and thank you again for your trust and partnership with A-1 Freeman Moving Group.

Respectfully,

A handwritten signature in black ink, appearing to read 'Adam Nevitt'.

Adam Nevitt
Sales Manager
A-1 Freeman Moving Group
405-775-5237
www.a-1freeman.com

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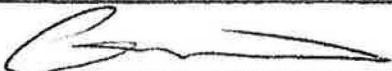
PROPOSAL CERTIFICATION



Address: 11517 N Broadway Ext
Oklahoma City, OK 73114
Contact: Adam Nevitt
Position: Sales Manager
E-Mail: anevitt@a-1freeman.com
Telephone: 405-775-5237
Fax: 405-751-2759
Mobile Number: 405-208-9228
Website: www.a-1freeman.com

A-1 Freeman Moving Group guarantees the information as outlined in this proposal as true and accurate to the best of our ability. We acknowledge the capability and commitment to provide services at, or in excess of, the minimum acceptable levels as defined in this document for the estimated price. The terms and conditions as outlined in the proposal represent the entire agreement and are valid for the duration of this project.

This response package was prepared by:

Name	Title
Adam Nevitt	Sales Manager
Signature	Date
	1/9/2019

MY PERSONAL SATISFACTION GUARANTEE

"A-1 Freeman Moving Group has a long tradition for providing superior service, innovative products, and dedicated customer service. For over 40 years, our customers have rated our service excellent and we have earned several industry awards recognizing our service as the best. It is our personal commitment to you that our company shall exceed your every expectation in both service and value. If at any time, you feel our service is not 100% perfect, we want to know about it. I hire, train and retain only the best people in the industry and ensure that each and every order placed with my company shall be valued, and serviced with respect and integrity."

Jim Freeman
Owner



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SCOPE OF WORK

ORIGIN: Virginia College
5124 S Peoria Ave
Tulsa, OK 74105
Contact: Jeremy 405-612-5151

A-1 Freeman Moving Group to provide all necessary men, equipment, and vehicles to transport approximately 20 truckloads of furniture and assorted office goods to:

DESTINATION: A-1 Freeman Moving Group (warehouse)
7300 West Reno Ave
Oklahoma City, Ok 73127

Based on available scheduling, anticipated load dates are Jan 11, 12,13,15,17,18. In order to complete by EOB on January 18th, A-1 Freeman will work with Jeremy @ Virginia College to add additional days if necessary.

A-1 Freeman anticipates crews of 10-12 and using a series of 8 trailers to keep the "flow" going between loading and delivering in OKC. This number of trailer should prevent any stoppage due to lack of trailer space/availability.

Once trailers arrive in OKC at the above destination address, crews will unload the trailers and position items with other "like" items the best we can to provide for easier viewing for Langston representatives.

Goods will remain in storage and accessible for viewing as needed over the duration of the process.

Once plans are determined for the removal of items from storage, A-1 Freeman will work with Langston representatives to establish cost and timeline for delivery to Langton.



Estimated Charges

ESTIMATED CHARGES

Final charges will be based on actual time and material. Below is a copy of the estimate provided based on loading at ORIGIN and delivering to storage DESTINATION.

Office Move Worksheet & Estimate				A-1 Freeman Moving Group, Inc.			
Langston University				11517 N. Broadway Extension			
Estimated cubic feet		33,000		Oklahoma City, Oklahoma 73114			
Estimated Weight		350,000		Phone 405-751-7561 Fax 405-751-8962			
Trailers		18		Adam Nevitt 405-775-5237			
				anevitt@a-1freeman.com			
Material	Units	Rate	Cost				
Panel Carts	10	\$ 10.00	\$ 100.00				
Book Boxes	300	\$ 2.25	\$ 675.00				
Monitor/keyboard bags	200	\$ 5.00	\$ 1,000.00				
Gondolas	85	\$ 40.00	\$ 3,400.00				
Labels (pack)	6	\$ 30.00	\$ 180.00				
Stretch wrap	10	\$ 30.00	\$ 300.00				
Desk and Locker tear down	1	\$ 1,150.00	\$ 1,150.00				
Total material cost							\$ 5,805.00
Loading	Units	Cost	Rate	Rate	Hours	Charges	
Van and Equipment	4	\$ 30.00	\$ 120.00	\$ 120.00	60	\$ 7,200.00	
Movers	9	\$ 32.00	\$ 288.00	\$ 288.00	60	\$ 17,280.00	
Supervisor	1	\$ 38.00	\$ 38.00	\$ 38.00	60	\$ 2,280.00	
					Daily total		\$ 25,760.00
Transportation	Units	Cost	Rate	Rate	Hours	Charges	
Truck and Driver	2	\$ 272.00	\$ 544.00	\$ 544.00	13	\$ 7,072.00	
Fuel				8%		\$ 565.76	
					Daily total		\$ 7,637.76
Unload into Storage	Units	Cost	Rate	Rate	Hours	Charges	
Van and Equipment	2	\$ 30.00	\$ 60.00	\$ 60.00	42	\$ 2,520.00	
Movers	6	\$ 32.00	\$ 192.00	\$ 192.00	42	\$ 8,064.00	
Supervisor	1	\$ 38.00	\$ 38.00	\$ 38.00	42	\$ 1,596.00	
					Daily total		\$ 12,180.00
Total Estimated Cost							\$ 35,577.76

Storage Rates: Storage rates will be \$.90/sq ft / month for the first 6,000 sq ft and \$.75 / sq ft / month for the additional space (if needed) over 6,000 sq ft

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INSURANCE COVERAGE(s) AND CLAIM PROCEDURES

VALUATION LEVELS

Full-value protection (FVP) provides for protection of all Langston University assets, up to the amount of coverage you declare, less a deductible if selected. Depreciation is not a factor in determining the replacement value of the lost or damaged item. See charge below for coverage amounts and corresponding charges. If no additional damage coverage requested, claims will be settled at \$.60 per pound per article.

Full Value Protection Rates to be discussed and provided based on dollar amount of valuation.

CLAIM TERMS AND CONDITIONS

- 1) Under no circumstances may the amount of a claim be withheld from any balance due.
- 2) Any item replaced under the FVP option becomes the sole property of the A-1 Freeman Moving Group.
- 3) All items submitted for claim settlement must be made available for inspection prior to claim resolution. All claims actions must be initiated within 15 days from the end of applicable Work. Any claims action presented for building or property damage must be made within 24 days of applicable Work. Claims submitted outside of these guidelines will not be considered.
- 4) Electronic items not functioning properly must show signs of exterior damage.
- 5) No items will be considered for replacement or reimbursement if the item(s) have been repaired prior to inspection by A-1 Freeman Moving Group or its authorized representative(s).
- 6) Under no circumstances will claims be considered for employee-owned personal items moved by A-1 Freeman Moving Group.
- 7) Any assembled compressed wood furniture is excluded from any coverage.
- 8) All claims must be submitted on proper claim forms provided by A-1 Freeman Moving Group.
- 9) To file a claim, call A-1 Freeman Moving Group at 405-751-7561.



Purchase Order

PURCHASE ORDER

11517 N. Broadway Ext.
Oklahoma City, OK
73114

To Whom It May Concern:

On behalf of Langston University, I have accepted the terms and conditions of A-1 Freeman Moving Group estimated charges and guarantee payment within 30 days of receipt of your properly documented invoice. Invoice should be mailed to the following location:

BILLING ADDRESS

Address	
City	
State, Zip	
New Phone & Fax	
Attention	P.O. #

Kent Smith 11/10/19 405-466-3201
Authorizing Signature Date Phone

Kent Smith President
Printed Name Title

We select a valuation level against damage not to exceed \$_____. NOTE: Additional charges may apply to any valuation level in excess of \$.60 per pound per article. You must fill in a level of coverage (.60/lb/article or a lump sum dollar amount for full coverage). No claims will be settled until all applicable charges are paid in full.

OKLAHOMA STATE UNIVERSITY, STILLWATER, OKLAHOMA

President Burns Hargis and members of the Oklahoma State University (OSU) administration appeared before the Board of Regents to present the business of OSU and review the Agenda for members of the Board. (The OSU Agenda is on file in the Board of Regents' Office as Document No. 3-1-25-19.)

President Hargis welcomed Regent Arthur and said he is happy to have her as a member of the Board.

B-1 Adoption of Memorial Resolution for Charles W. Bruce

President Hargis presented information to recognize the service of Charles W. Bruce, Director, Retired, Scholarships and Financial Aid, Enrollment and Brand Management. President Hargis presented the Memorial Resolution for Dr. Bruce and recommended its adoption. (A copy of the Memorial Resolution is attached to this portion of the minutes as ATTACHMENT A.)

Regent Hall moved and Regent Milner seconded to adopt the Memorial Resolution listed in Item B-1 as presented in the OSU Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

C-1 Approval of revisions to OSU Policies #1-0201 and #1-0202 *Intellectual Property*

President Hargis said this item was presented to the Academic Affairs, Policy and Personnel Committee at its meeting this morning.

Regent Link said the Committee met with the OSU administration regarding this item and acted to recommend Board approval.

Regent Link moved and Regent Burns seconded to approve Item C-1 as presented in the OSU Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

Regent Anthony said he has noticed in comparative data that some schools have \$25,000-\$50,000 caps on the percentage shared, and he asked if there is a cap on the amount shared for OSU. Dr. Kenneth Sewell, Vice President for Research, said there is no cap on the portion that goes to the inventors. There is a clause in the policy which states if the portion going to the College exceeds a certain value, the president then has the opportunity to re-evaluate whether it should continue to exceed that cap or to utilize those funds elsewhere. The cap only applies to the colleges. Regent Anthony asked if there are any inventors who have exceeded \$50,000. Dr. Sewell said over

the course of licensing there are some, not necessarily in individual checks but over the course of the value of the intellectual property. President Hargis said the big advantage of this policy change is that it will enable OSU to partner with industry, which they have not been able to do in the past.

Provost and Senior Vice President Gary Sandefur presented the following items pertaining to Policy and Operational Procedures and Academic Affairs:

C-2 Approval of academic service fees for 2019-2020

Provost Sandefur said this item was presented to the Academic Affairs, Policy and Personnel Committee at its meeting this morning.

Regent Link said the Committee met with the OSU administration regarding this item and acted to recommend Board approval.

Regent Link moved and Regent Burns seconded to approve Item C-2 as presented in the OSU Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

Regent Link said he would like to note that OSU and the other System institutions are not requesting these fee adjustments painlessly. There are needs that must be met and this will help move toward meeting them. Regent Anthony agreed that it is not enjoyable to raise the cost of education, but it is necessary in these instances.

C-3 Approval of revisions to the admission standards for the OSU College of Osteopathic Medicine

Correction: This item was presented for approval as Oklahoma State Regents for Higher Education (OSRHE) Policy No. 3.25.3. The correct OSRHE Policy No. is 3.24.3. For the purpose of these minutes, the typographical error has been corrected and this item will be referred to with the correct Policy No. of 3.24.3. The policy number will also be corrected in documents before being presented to the OSRHE for approval.

Provost Sandefur said he is pleased to present this item on behalf of Dr. Kayse Shrum, President, OSU Center for Health Sciences; and Dr. William Pettit, Dean, OSU College of Osteopathic Medicine–Cherokee Nation (OSU-COM). Board approval is requested to revise section 3.24.3 of the OSRHE Professional Programs Policy as it relates to admission to the OSU-COM, specifically to request the increase of out-of-state medical student enrollment to 25 percent or 41 students; whichever is greater, from the current standard of 15 percent or 20 out-of-state students. This request is prompted by the planned expansion of the OSU-COM programs to their additional campus site on the tribal lands of the Cherokee Nation in Tahlequah. Provost Sandefur said this item was presented to the Academic Affairs, Policy and Personnel Committee at its meeting this morning and, if approved, this request will be sent to the OSRHE for consideration of approval.

Regent Link said the Committee met with the OSU administration regarding this item and acted to recommend Board approval.

Regent Link moved and Regent Burns seconded to approve Item C-3 as presented in the OSU Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

Regent Link said he would like to compliment Dr. Shrum; Chief Bill John Baker, Principal Chief of the Cherokee Nation; and all of the administration for their efforts to complete the OSU-COM extension in Tahlequah. Regent Anthony said this is an exciting time, because it will eventually allow OSU to produce 200 more physicians for the State of Oklahoma each year and is a very worthwhile endeavor.

D-1 Approval of personnel actions

Provost Sandefur presented the personnel actions and recommended their approval with the exception of those items pertaining to separations and retirements, which are included as information items. These include 11 new appointments, and four changes in title, rate, or appointment, including the appointment of Vice President Kenneth Sewell as President of the OSU Research Foundation. For information, three retirements and three separations are included.

Regent Milner moved and Regent Link seconded to approve the personnel items as presented in Item D-1 in the OSU Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

E-1 Approval of proposed new degrees and program modifications

Provost Sandefur said he is pleased to present program modifications and new degree requests for OSU Stillwater, OSU-CHS, and OSUIT-Okmulgee. Provost Sandefur said this item was presented to the Academic Affairs, Policy and Personnel Committee at its meeting this morning and, if approved, this request will be sent to the OSRHE for consideration of approval.

Regent Link said the Committee met with the OSU administration regarding this item and acted to recommend Board approval.

Regent Link moved and Regent Watkins seconded to approve Item E-1 as presented in the OSU Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

E-2 Approval of reorganization of OSUIT's academic programs and school (OSUIT)

Provost Sandefur said he is pleased to present on behalf of OSUIT a plan for the reorganization of its academic schools. Provost Sandefur said this item was presented to the Academic Affairs, Policy and Personnel Committee at its meeting this morning.

Regent Link said the Committee met with the OSU administration regarding this item and acted to recommend Board approval.

Regent Link moved and Regent Milner seconded to approve Item E-2 as presented in the OSU Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

Regent Link said he would like to acknowledge Dr. Bill Path, President, OSUIT, and his efforts to accomplish this reorganization.

Senior Vice President Joe Weaver presented the following items pertaining to Administration and Finance:

G-1 Approval of cancellation of Peace Officer commission (OSU-Tulsa)

Decommission:

<u>OSU-Tulsa</u>	<u>Commission No.</u>
Melvin Murdock	612
Paul Rinkel	743

Regent Hall moved and Regent Watkins seconded to approve Item G-1 as presented in the OSU Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

I-1 Approval to select on-call consultants to provide architectural as-needed services to the University System and institutions governed by the Board

Mr. Weaver said this item was discussed with members of the Fiscal Affairs and Plant Facilities Committee during its meeting this morning.

Regent Davis said the Committee met with the OSU administration regarding approval of this item and acted to recommend Board approval of the administration's recommendation.

Regent Davis moved and Regent Milner seconded to approve the selection of GH2 Architects, KKT Architects, Studio Architecture, and Selser Schaefer Architects as on-call consultants to provide architectural as-needed services to the University System and institutions governed by the Board as presented in Item I-1 in the OSU Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

I-2 Approval to select on-call consultants to provide landscape architectural as-needed services to the University System and institutions governed by the Board

Mr. Weaver said this item was discussed with members of the Fiscal Affairs and Plant Facilities Committee during its meeting this morning.

Regent Davis moved and Regent Milner seconded to approve the selection of CLS & Associates, LLC, and Alaback Design as on-call consultants to provide landscape architectural as-needed services to the University System and institutions governed by the Board as presented in Item I-2 in the OSU Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

I-3 Approval to select on-call consultants to provide structural engineering as-needed services to the University System and institutions governed by the Board

Mr. Weaver said this item was discussed with members of the Fiscal Affairs and Plant Facilities Committee during its meeting this morning.

Regent Davis said the Committee met with the OSU administration regarding approval of this item and acted to recommend Board approval of the administration's recommendation.

Regent Davis moved and Regent Milner seconded to approve the selection of Wallace Engineering, KKT, and CEC as on-call consultants to provide structural engineering as-needed services to the University System and institutions governed by the Board as presented in Item I-3 in the OSU Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

J-1-3 Approval of Purchase Requests

Regent Burns asked for more details regarding the Boomer Creek Improvement project listed under purchase request J-3. Mr. Weaver said it is for improvements to the section of Boomer Creek beginning at McElroy down to Hall of Fame. The creek will be reconstructed. This is a beautification project as well as an improvement of the drainage system for that part of the athletic village. OSU has obtained funding from the Oklahoma Department of Transportation to fund approximately one-third of the project. Regent Burns asked if this section of the creek is through all of the athletic buildings. Mr. Weaver affirmed this.

Regent Burns moved and Regent Milner seconded to approve the purchase requests listed in Sections J-1-3, Items 1-3 as presented in the OSU Agenda.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

President Hargis thanked Deb Lane for putting together the beautiful dinner last evening. Those in attendance applauded Ms. Lane.

The business of Oklahoma State University being concluded, President Hargis and members of the OSU administration were then excused from the meeting.

MEMORIAL RESOLUTION

ATTACHMENT A

WHEREAS, it has been called to the attention of the Board of Regents for Oklahoma State University and the Agricultural and Mechanical Colleges that Charles W. Bruce, Director, Retired, Scholarships and Financial Aid, Enrollment and Brand Management, was claimed by death on November 7, 2018; and

WHEREAS, Dr. Bruce, by his loyalty, attention to duty, and faithful performance rendered service as an administrative staff member of Oklahoma State University from September 1, 1981, to the date of his retirement, July 1, 2014, and as a citizen worthy of commemoration and respect; and


WHEREAS, his friends and Oklahoma State University have suffered irreparable loss in his passing:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS FOR OKLAHOMA STATE UNIVERSITY AND THE AGRICULTURAL AND MECHANICAL COLLEGES:

THAT it takes this method to express its appreciation for the years of useful service rendered by Dr. Bruce to the State of Oklahoma and its citizens, to express respect to his memory, and to extend to the family its deep sympathy in the loss sustained, and to state that the Board and every member thereof respectfully join the friends of the deceased in mourning the passing of one of Oklahoma State University's faculty members.

BE IT FURTHER RESOLVED, that a copy of this resolution be spread upon the minutes of the Board and a copy sent to the family of Dr. Bruce.

Adopted by the Board the 25th day of January 2019.



Calvin J. Anthony, Chair

PUBLIC COMMENTS

Chairman Anthony said 15 minutes are provided for members of the public who would like to address the Board. He asked if there were any members of the public who wished to address the Board at this time.

Mr. James McDonald came before the Board and read a letter voicing concerns regarding the proposed Lake Carl Blackwell shooting range project. (A copy of the letter is attached to this portion of the minutes as ATTACHMENT A and considered a part of these minutes.)

There being no others who wished to come forward, the Board continued with its business.

Jan. 25, 2019

Chairman Anthony, Members of the Board of Regents, President Hargis,

My name is James McDonald and I live at 5413 S. Sangre Rd., Stillwater, Oklahoma. Thank you again for allowing me to address previous concerns that you have heard about your consideration's of locating a New Shoot Range Complex in the middle of the Long Established and Existing Equestrian trail system and camping grounds at Lake Carl Blackwell (LCB). I come today just to give you a little insight as to the equestrian activities that continue to exist and hope it will give you knowledge to understand how our concerns are valid and will most likely be ongoing until the public hearing we have been told will have to occur before final decisions are made.

Even though there have been numerous planned equestrian events occur this past year we have also had some organizations like the North American Trail Riders Association (NATRC) who previously held annual Competitive Trial Ride competitions at LCB have moved to Bell Cow Lake, located over by Chandler with one of the reasons being the possibility of the Shooting Range Complex being located at Lake Carl Blackwell. However I am happy to report that there are still many organizations that are continuing to use LCB. Example being the American Endurance Ride Conference (AERC) this past fall held a 100 mile/day and 50 mile/day race that brought close to a 100 horses for competition. There were entries from all across the United States participate and I know personally of one individual that flew in from Montana rented a car in OKC and drove to LCB to ride a horse brought from Houston Texas in the 100 mile race. There has been a ride to benefit Saint Judes Hospital, and a State certified ride for 4H Youth, and many other equestrian ride events. The LCB trail rider volunteers continue to have work days to clear and maintain the trails.

We haven't gone away and we're still hoping that you will be given enough information to realize that this planned location is NOT to proper location. As a large group of Equestrian enthusiast we can only assume that because of a lack of another Public Hearing has not been scheduled or taken place your decision to proceed as planned has not been made and our hope that a decision to NOT PROCEED is still possible.

There are other viable locations along Highway 51 and 86 that offer a much better visibility and accessibility. There has been no proof provided that a Shooting Range Complex can be of more benefit to the public and OSU financially or providing the benefit of goodwill and pride the existing equestrian trails and camp grounds provide.

To lessen the LCB equestrian experience by fencing off the trails affected by this complex and related dangers this complex can present would be a travesty to OSU and Payne County. This could be comparable to the City of Stillwater placing a fence along both curbs of Monroe street starting at University Ave. and extending all the way North to Hall of Fame. The students could still get across campus. Please keep these thoughts in mind when making your decisions. Please relocate the Shooting Range Complex to somewhere else. Thank you.

James E. McDonald

5413 S. Sangre Rd., Stillwater, Oklahoma 74074, 405-747-9101, james.e.mcdonald@okstate.edu

MATTERS PERTAINING TO THE BOARD OF REGENTS FOR THE
OKLAHOMA AGRICULTURAL AND MECHANICAL COLLEGES
OF INTEREST TO ALL THE UNIVERSITIES/COLLEGES

COMMITTEE REPORTS

Academic Affairs, Policy and Personnel Committee

All business discussed by this Committee was presented during the business of Oklahoma Panhandle State University, Connors State College, Northeastern Oklahoma A&M College, Langston University, and Oklahoma State University.

Audit, Risk Management and Compliance Review Committee

None

Fiscal Affairs and Plant Facilities Committee

All business discussed by the Committee was presented during the business of Oklahoma State University.

Planning and Budgets Committee

None

1. General Information/Reports Requiring No Action by the Board

None

2. Resolutions

None

3. Policy and Operational Procedures

None

4. Personnel Actions

Ms. Finley presented two recommendations for the Office of Internal Audit. (The Personnel Actions are attached to this portion of the minutes as ATTACHMENT A and considered a part of these minutes.)

Regent Callahan moved and Regent Link seconded to approve the Personnel Actions as presented.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

5. Purchase Requests (purchase of equipment, supplies, materials, professional services, etc.)
None
6. Other Business Matters Requiring Action of the Board
None
7. Reports/Comments/Recommendations by Chief Executive Officer
None
8. Reports/Comments/Recommendations by General Counsel
None
9. Reports/Comments/Recommendations by Chief Audit Executive
 - a. Selection of external auditors for FY-2019 for Oklahoma State University and its constituent budget agencies.
 - b. Selection of external auditors for FY-2019 for Northeastern Oklahoma A&M College, Connors State College, Langston University, and Oklahoma Panhandle State University.

Ms. Finley said she is proposing BKD, CPAs & Advisors (BKD) serve as the FY-2019 external audit firm for Oklahoma State University and its constituent budget agencies, and for the A&M institutions of Connors State College, Langston University, Northeastern Oklahoma A&M College, and Oklahoma Panhandle State University. BKD's proposed fees for FY-2019 are included in the five-year fee schedule that was provided during the request for proposal. (For FY-2019, the proposed fee for OSU and Related Entities is \$274,500, and the proposed fee for the A&M institutions is \$212,000.)

Regent Callahan moved and Regent Davis seconded to approve the selection of BKD, CPAs & Advisors, to serve as the FY-2019 external audit firm for Oklahoma State University and its constituent agencies, and for the A&M Institutions of Connors State College, Langston University, Northeastern Oklahoma A&M College, and Oklahoma Panhandle State University, as presented.

Regent Link asked how long the schools have been using BKD for audit services. Ms. Finley said this will be the third year for BKD to serve as auditors for OSU, and the first year for the other institutions. No firm is to be engaged as external auditors for an institution for more than five consecutive years.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None.
The motion carried.

10. New Business Unforeseen at the Time Agenda was Posted

11. Other Informational Matters Not Requiring Action of the Board

None

Adjournment

At approximately 12:22 p.m., Regent Link moved and Regent Davis seconded that the meeting be adjourned.

Those voting aye: Board Members Anthony, Arthur, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: None. The motion carried.

January 25, 2019, Board Meeting

PERSONNEL ACTIONS

BOARD OF REGENTS (OFFICE OF INTERNAL AUDIT)

EMPLOYMENT

- **SIMONS, Jamie**, Staff Auditor, Stillwater Office (effective January 14, 2019) at an annual salary of \$65,000.

TITLE AND COMPENSATION CHANGE

- **CLOUD, Terry**, Senior Audit Manager, Tulsa Office (effective February 1, 2019) at an annual salary of \$92,500.

MEETING OF THE A & M BOARD OF REGENTS

January 25, 2019

Council Room
412 Student Union
Oklahoma State University
Stillwater, Oklahoma

ORDER OF BUSINESS

REGULAR MEETING OF THE BOARD OF REGENTS
FOR THE OKLAHOMA AGRICULTURAL AND MECHANICAL COLLEGES

Secretary of State meeting notice was filed on September 13, 2018.

Approval of Order of Business

Approval of Minutes of Regular Board Meeting of December 7, 2018

DATES OF NEXT REGULAR MEETINGS

For **Information** Purposes Only:

March 1, 2019 -- Miami, Oklahoma – Calcagno Family Ballroom, Student Union,
Northeastern Oklahoma A&M College

For **Consideration** of Approval:

April 26, 2019 -- Goodwell, Oklahoma – Ballroom, Student Union,
Oklahoma Panhandle State University

BUSINESS WITH COLLEGES AND UNIVERSITIES

- | | |
|--|------------------------------|
| 1. Oklahoma Panhandle State University | 4. Langston University |
| 2. Connors State College | 5. Oklahoma State University |
| 3. Northeastern Oklahoma A&M College | |

PUBLIC COMMENTS

COMMITTEE REPORTS

Academic Affairs, Policy and Personnel Committee
Audit, Risk Management and Compliance Review Committee
Fiscal Affairs and Plant Facilities Committee
Planning and Budgets Committee

OTHER BUSINESS OF THE BOARD OF REGENTS

Reports or recommendations by the Chief Executive Officer

- a. General Business
- b. General Counsel
- c. Chief Audit Executive

AGENDA

REGULAR MEETING OF THE BOARD OF REGENTS FOR THE OKLAHOMA AGRICULTURAL AND MECHANICAL COLLEGES

January 25, 2019 – 10:00 a.m.

Council Room
412 Student Union
Oklahoma State University
Stillwater, Oklahoma

Notice of this meeting was filed with the Secretary of State on September 13, 2018. At the time this agenda is posted, detailed institutional agendas are available in the Office of the Board of Regents for review.

BOARD OF REGENTS' BUSINESS

1. Approval of Order of Business
2. Approval of minutes of Regular Board Meeting held December 7, 2018
3. Announcement of meeting on March 1, 2019, in the Calcagno Family Ballroom, Student Union, Northeastern Oklahoma A&M College, Miami, Oklahoma
4. Approval of meeting on April 26, 2019, in the Ballroom, Student Union, Oklahoma Panhandle State University, Goodwell, Oklahoma
5. Recognition of new Regent Blayne Arthur

OKLAHOMA PANHANDLE STATE UNIVERSITY

A – General Information/Reports Requiring No Action by the Board

1. Remarks by President Tim Faltyn
2. Panhandle Magazine

B – Resolutions

1. Adoption of Memorial Resolution for Mr. Robert Wray

C – Policy and Operational Procedures

1. Approval of academic service fees

D – Personnel Actions RE: appointments, reappointments, changes in salary, change in title, resignations, terminations, suspensions, retirement, personnel leaves, etc. More detailed information identifying the personnel involved, their job titles, and their salaries, where applicable, will be available upon request at the meeting and prior thereto at the Office of the Board of Regents. (*Items listed under D-1. and D-2. in the OPSU agenda.*)

E – Instructional Programs

1. Approval of Academic Program Review Reports

F – Budgetary Actions: adoption of a new budget or revision of a budget, etc.

1. Approval to purchase student athletic accident insurance

OKLAHOMA PANHANDLE STATE UNIVERSITY *(continued)*

G – Other Business and Financial Matters

1. Approval to accept real property from the Town of Goodwell

H – Contractual Agreements (other than construction and renovation)

1. Approval to grant utility easement to the Town of Goodwell
2. Approval to enter into clinical agreement with American Medical Response

I – New Construction or Renovation of Facilities

None

J – Purchase Requests (purchase of equipment, supplies, materials, professional services, etc.)

None

K – Student Services/Activities

None

L – New Business Unforeseen at Time Agenda was Posted

M – Other Informational Matters Not Requiring Action of the Board

1. Out-of-state travel summaries for November and December 2018

CONNORS STATE COLLEGE

A – General Information/Reports Requiring No Action by the Board

1. Remarks by President Ron Ramming
 - Connection Magazine

B – Resolutions

None

C – Policy and Operational Procedures

1. Approval of academic service fees
2. Approval of Faculty Credential Policy
3. Approval of Faculty/Staff Handbook

D – Personnel Actions RE: appointments, reappointments, changes in salary, change in title, resignations, terminations, suspensions, retirement, personnel leaves, etc. More detailed information identifying the personnel involved, their job titles, and their salaries, where applicable, will be available upon request at the meeting and prior thereto at the Office of the Board of Regents. *(Items listed under D-1 and D-2 in the CSC agenda.)*

E – Instructional Programs

None

F – Budgetary Actions: adoption of a new budget or revision of a budget, etc.

None

CONNORS STATE COLLEGE *(continued)*

G – Other Business and Financial Matters

1. Ratification of interim approval to accept gift-in-kind donations

H – Contractual Agreements (other than construction and renovation)

None

I – New Construction or Renovation of Facilities

None

J – Purchase Requests (purchase of equipment, supplies, materials, professional services, etc.)

None

K – Student Services/Activities

None

L – New Business Unforeseen at Time Agenda was Posted

M – Other Informational Matters Not Requiring Action of the Board

1. Out-of-state travel summary for November 2018
2. Out-of-state travel summary for December 2018
3. Second Quarter FY19 F.T.E. Report

NORTHEASTERN OKLAHOMA A&M COLLEGE

A – General Information/Reports Requiring No Action by the Board

1. Remarks by President Hale
 - January 2019 “NEO Update”
 - Social Media Report
 - Kickoff Centennial Celebration, February 28, 2019
2. High School Invitational Basketball Tournament
3. NJCC Mid-Year Releases
 - 39 Releases
 - Hours Earned–43
 - Average GPA–2.48
4. 2018 IPEDS Data Report

B – Resolutions

None

C – Policy and Operational Procedures

1. Approval of academic service fees

D – Personnel Actions RE: appointments, reappointments, changes in salary, change in title, resignations, terminations, suspensions, retirement, personnel leaves, etc. More detailed information identifying the personnel involved, their job titles, and their salaries, where applicable, will be available upon request at the meeting and prior thereto at the Office of the Board of Regents. *(Items listed under D-1 in the NEO agenda.)*

E – Instructional Programs

None

NORTHEASTERN OKLAHOMA A&M COLLEGE *(continued)*

F – Budgetary Actions: adoption of a new budget or revision of a budget, etc.

1. Approval to expend grant funds from the Department of Education for the Upward Bound program according to grant guidelines
2. Approval to expend grant funds from the US Department of Education for the Title III–Investing in Access and Success Grant according to grant guidelines

G – Other Business and Financial Matters

1. Approval of revocation of police officer commission

H – Contractual Agreements (other than construction and renovation)

None

I – New Construction or Renovation of Facilities

None

J – Purchase Requests (purchase of equipment, supplies, materials, professional services, etc.)

None

K – Student Services/Activities

None

L – New Business Unforeseen at Time Agenda was Posted

M – Other Informational Matters Not Requiring Action of the Board

1. Potential 2019 real property master lease projects
2. Out-of-state travel summaries for November and December 2018

LANGSTON UNIVERSITY

A – General Information/Reports Requiring No Action by the Board

1. Remarks by President Kent Smith

B – Resolutions

None

C – Policy and Operational Procedures

1. Approval of academic service fees

D – Personnel Actions RE: appointments, reappointments, changes in salary, change in title, resignations, terminations, suspensions, retirement, personnel leaves, etc. More detailed information identifying the personnel involved, their job titles, and their salaries, where applicable, will be available upon request at the meeting and prior thereto at the Office of the Board of Regents. *(Item listed under D-1. through D-7. in the LU agenda.)*

E – Instructional Programs

None

LANGSTON UNIVERSITY *(continued)***F – Budgetary Actions:** adoption of a new budget or revision of a budget, etc.

1. Approval for the School of Agriculture and Applied Sciences to accept a grant from the National Institute of Food and Agriculture/USDA entitled, “A Respiration Calorimetry System for Study of Energy Use and Methane Emission by Small Ruminants in Production Settings” and to expend grant funds according to grant guidelines.
2. Approval for the School of Agriculture and Applied Sciences to accept a grant with the Office of Partnerships and Public Engagement/USDA entitled, “Establishing a Large Animal Teaching Center to Enhance Teaching Capacity and Student Experimental Learning at Langston University” and to expend grant funds according to grant guidelines.
3. Approval for the School of Agriculture and Applied Sciences to accept a grant with the Office of Partnerships and Public Engagement/USDA entitled, “Enhancement of Undergraduate Academic Research Experience at Langston University by Interlinking Biotechnology and Horticulture Practices” and to expend grant funds according to grant guidelines.
4. Approval for the School of Agriculture and Applied Sciences to accept a grant with the Office of Partnerships and Public Engagement/USDA entitled, “Sky Wrangler: Smart Application of Precision Livestock Farming for Grazing Animals and Pasture Management” and to expend grant funds according to grant guidelines.
5. Approval for the School of Agriculture and Applied Sciences to accept a grant with the Office of Partnerships and Public Engagement/USDA entitled, “Certification of Moodlebox” and to expend grant funds according to grant guidelines.

G – Other Business and Financial Matters

1. Approval to commission Matthew Henneke as a Campus Police Officer

H – Contractual Agreements (other than construction and renovation)

1. Approval to enter into a Fiscal Agent and Shared Services Agreement with OSU
2. Approval to enter into an agreement with The Design Group for public relations services
3. Approval to authorize a charter amendment and expansion for Dove Schools–Tulsa

I – New Construction or Renovation of Facilities*None***J – Purchase Requests (purchase of equipment, supplies, materials, professional services, etc.)**

1. Ratification of Interim Approval to procure and relocate available furniture, fixtures, and equipment from Hedgestone Properties

K – Student Services/Activities*None***L – New Business Unforeseen at Time Agenda was Posted****M – Other Informational Matters Not Requiring Action of the Board***None*

OKLAHOMA STATE UNIVERSITY

A – General Information/Reports Requiring No Action by the Board

1. Comments by President V. Burns Hargis

B – Resolutions

1. Adoption of Memorial Resolution for Charles W. Bruce

C – Policy and Operational Procedures

1. Approval of revisions to OSU Policies #1-0201 and #1-0202 *Intellectual Property*
2. Approval of academic service fees for 2019-2020
3. Approval of revisions to the admission standards for the OSU College of Osteopathic Medicine

D – Personnel Actions RE: appointments, reappointments, changes in salary, change in title, resignations, terminations, suspensions, retirement, personnel leaves, etc. More detailed information identifying the personnel involved, their job titles, and their salaries, where applicable, will be available upon request at the meeting and prior thereto at the Office of the Board of Regents. (*Items listed under D-1 in the OSU agenda.*)

E – Instructional Programs

1. Approval of proposed new degrees and program modifications
2. Approval of reorganization of OSUIT's academic programs and school (OSUIT)

F – Budgetary Actions: adoption of a new budget or revision of a budget, etc.

None

G – Other Business and Financial Matters

1. Approval of cancellation of Peace Officer commission (OSU-Tulsa)

H – Contractual Agreements (other than construction and renovation)

None

I – New Construction or Renovation of Facilities

1. Approval to select on-call consultants to provide architectural as-needed services to the University System and institutions governed by the Board
2. Approval to select on-call consultants to provide landscape architectural as-needed services to the University System and institutions governed by the Board
3. Approval to select on-call consultants to provide structural engineering as-needed services to the University System and institutions governed by the Board

J – Purchase Requests (purchase of equipment, supplies, materials, professional services, etc.)

1. Approval of purchase request items (*Items listed under J-1 through J-3 of the OSU agenda*)

K – Student Services/Activities

None

L – New Business Unforeseen at Time Agenda was Posted

M – Other Informational Matters Not Requiring Action of the Board

1. Demolition of campus structures
2. Naming agreements for interior spaces

PUBLIC COMMENTS

Fifteen minutes will be provided to receive comments if there are representatives of the general public interested in addressing the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges.

COMMITTEE REPORTS

Consider other possible actions based upon reports or recommendations by various Committees of the Board of Regents.

Academic Affairs, Policy and Personnel Committee

(All business discussed by this Committee was presented during the business of Oklahoma Panhandle State University, Connors State College, Northeastern Oklahoma A&M College, Langston University, and Oklahoma State University.)

Audit, Risk Management and Compliance Review Committee

None

Fiscal Affairs and Plant Facilities Committee

(All business discussed by this Committee was presented during the business of Oklahoma State University.)

Planning and Budgets Committee

None

OTHER BOARD OF REGENTS' BUSINESS

1. General Information/Reports Requiring No Action by the Board

None

2. Resolutions

None

3. Policy and Operational Procedures

None

4. Personnel Actions RE: appointments, reappointments, changes in salary, change in title, resignations, terminations, suspensions, retirement, personnel leaves, etc. More detailed information identifying the personnel involved, their job titles, and their salaries, where applicable, will be available upon request at the meeting and prior thereto at the Office of the Board of Regents.

5. Purchase Requests (purchase of equipment, supplies, materials, professional services, etc.)

None

6. Other Business Matters Requiring Action of the Board

None

7. Reports/comments/recommendations by Chief Executive Officer

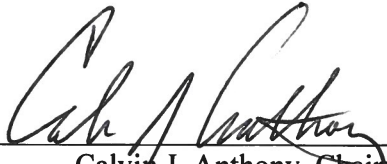
OTHER BOARD OF REGENTS' BUSINESS *(continued)*

8. Reports/comments/recommendations by General Counsel
9. Reports/comments/recommendations by Chief Audit Executive
 - a. Selection of external auditors for FY-2019 for Oklahoma State University and its constituent budget agencies.
 - b. Selection of external auditors for FY-2019 for Northeastern Oklahoma A&M College, Connors State College, Langston University, and Oklahoma Panhandle State University.
10. New Business Unforeseen at Time Agenda was Posted
11. Other Informational Matters Not Requiring Action of the Board

None

January 25, 2019

BOARD OF REGENTS FOR THE OKLAHOMA
AGRICULTURAL AND MECHANICAL COLLEGES

By: 
Calvin J. Anthony, Chairman

ATTEST:


Jason Ramsey, Chief Executive Officer

Certified correct minutes subject to approval of the Board of Regents for the Oklahoma
Agricultural and Mechanical Colleges on March 1, 2019.


Kyla Eldridge
Executive Administrative Associate