M I N U T E S

of the

BOARD OF REGENTS FOR THE
OKLAHOMA AGRICULTURAL AND MECHANICAL COLLEGES

for the

September 13, 2019

Regular Board Meeting

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

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MINUTES OF THE MEETING OF THE BOARD OF REGENTS FOR THE OKLAHOMA AGRICULTURAL AND MECHANICAL COLLEGES SEPTEMBER 13, 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 September 13, 2019.

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

Absent: Mrs. Blayne Arthur.

Others present: Mr. Jason Ramsey, Chief Executive Officer; Ms. Jessica Russell, Director of Public 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 10:08 a.m.

I. BOARD OF REGENTS' BUSINESS

A. Approval of Order of Business

(The Order of Business and Agenda are collectively identified as Attachment A and attached to this portion of the minutes.)

> Regent Watkins moved and Regent Burns seconded to approve the Order of Business as presented.
>
> Those voting aye: Board Members Anthony, Burns, Callahan, Davis, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: Arthur and Hall. The motion carried.

B. Approval of Regular Minutes

> Regent Milner moved and Regent Callahan seconded to approve the minutes of the June 14, 2019 Regular Meeting of the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges.

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

C. Approval of Special Minutes

Regent Anthony moved and Regent Watkins seconded to approve the minutes of the August 22-23, 2019 Special Meeting / Retreat Session of the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges.

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

D. Announcement of Next Board Meeting

Chairman Link announced that the next Board meeting will be held on October 25, 2019, in the A.R. and Marylouise Tandy Building, OSU Center for Health Sciences, 1111 W. 17th Street, Tulsa, Oklahoma.

E. Approval of Future Board Meeting

Regent Anthony moved and Regent Callahan seconded to approve the meeting scheduled for December 6, 2019, in the Multipurpose Room, 142 School of Physical Therapy, Langston University, Langston, Oklahoma.

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

F. Approval of 2020 Schedule of Regular Board Meetings

Regent Milner moved and Regent Anthony seconded to approve the 2020 Schedule of Regular Board Meetings as presented.

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

MEETING OF THE A & M BOARD OF REGENTS

ATTACHMENT A

September 13, 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 June 14, 2019
Approval of Minutes of Special Board Meeting (Retreat/Study Session) of August 22-23, 2019

DATES OF NEXT REGULAR MEETINGS

For **Information** Purposes Only:
October 25, 2019 -- A.R. and Marylouise Tandy Building, OSU Center for Health Sciences, 1111 W. 17th St., Tulsa, Oklahoma

For **Consideration** of Approval:
December 6, 2019 -- Multipurpose Room, 142 School of Physical Therapy, Langston University, Langston, Oklahoma
Calendar Year 2020 Regular Board Meetings Schedule

BUSINESS WITH COLLEGES AND UNIVERSITIES

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

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
Regents' Steering Committee Re: NEO Presidential Search 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
OSU/A&M Board of Regents
Regular Board Meeting

September 13, 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.

I. BOARD OF REGENTS' BUSINESS

A. Approval of Order of Business

B. Approval of minutes of Regular Board Meeting held June 14, 2019

C. Approval of minutes of Board Retreat held August 22-23, 2019

D. Announcement of next Regular Board Meeting to be held on October 25, 2019, in the A.R. and Marylouise Tandy Building, OSU Center for Health Sciences, 1111 W. 17th Street, Tulsa, Oklahoma.

E. Approval of December Regular Board Meeting
Approval of Regular Board Meeting to be held on December 6, 2019, in the Multipurpose Room, 142 School of Physical Therapy, Langston University, Langston, Oklahoma.

F. Approval of 2020 Schedule of Regular Board Meetings

II. OKLAHOMA PANHANDLE STATE UNIVERSITY

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

1. Remarks by President Tim Faltyn
2. Panhandle Magazine
3. Preliminary Enrollment Report 2019

B. Resolutions

None

C. Policy and Operational Procedures

None

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.)

1. Personnel actions for approval
2. Personnel items for informational purposes only

E. Instructional Programs

None

F. Budgetary Actions (adoption of a new budget or revision of a budget, etc.)

None

G. Other Business and Financial Matters

None

H. Contractual Agreements (other than construction and renovation)

None

I. New Construction or Renovation of Facilities

1. Equipment and construction services for the Anchor D Arena roof
2. Selection of an on-call architect to assist with a masterplan
3. Selection of an on-call architect to assist with renovation to Student Union

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

1. Approval to enter agreement with Capital Education

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 the months of June, July, and August 2019
2. FY19 4th Quarter FTE Report Form

III. CONNORS STATE COLLEGE

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

1. Remarks by President Ramming

2. Preliminary Fall Enrollment Update
3. CSC Connection Publication
4. CSC Profile

B. Resolutions

1. Memorial Resolution Dr. Frank C. Borovetz, Jr.

C. Policy and Operational Procedures

None

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.)

1. Personnel actions for approval
2. Personnel items for informational purposes only

E. Instructional Programs

1. Academic Program Review Reports for the following programs:
   a. Ag Equine
   b. Business Administration

F. Budgetary Actions (adoption of a new budget or revision of a budget, etc.)

None

G. Other Business and Financial Matters

None

H. Contractual Agreements
(other than construction and renovation)

1. Clinical affiliation agreement for fiscal year 2020 with Fresenius

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 the months of June and July
2. Fiscal year 2019 Fourth Quarter F.T.E. Report

IV. NORTHEASTERN OKLAHOMA A&M COLLEGE

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

1. Remarks by Interim President Dr. Mark Rasor
   a. Highlights of NEO Update Newsletter
   b. Social Media Report
   c. Fall 2019 enrollment update

B. Resolutions

None

C. Policy and Operational Procedures

None

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 institutional agenda.)

1. Personnel actions for approval and for informational purposes

E. Instructional Programs

None

F. Budgetary Actions (adoption of a new budget or revision of a budget, etc.)

1. Student Support Services Grant 2019-2020 Allocation
2. Allied Jobs Program 2019-2020 Allocation
3. Adult Education & Family Literacy Grant 2019-2020 Allocation
4. Title III - Investing in Access and Success Grant 2019-2020 Allocation

G. Other Business and Financial Matters

None

H. Contractual Agreements (other than construction and renovation)

1. Authorization to Enter Agreement with ComPsych Guidance Resources Worldwide

I. New Construction or Renovation of Facilities

1. Request to hire contractors to complete repairs at the Carter House

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 the months of June and July 2019
2. OSRHE FTE Employee Report for fiscal quarter April 1, 2019 - June 30, 2019
3. NEO athletic schedules for Lady Norse Soccer, Men's Soccer, Volleyball, Lady Norse Basketball, Men's Basketball, Wrestling, Baseball, and Rodeo. Note schedules are subject to change.

V. LANGSTON UNIVERSITY

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

1. Remarks by President Kent Smith
2. Complete College America Highlights
3. Preliminary Enrollment and Retention Update for Fall 2019

B. Resolutions

None

C. Policy and Operational Procedures

None

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 LU agenda.)

1. Personnel actions for approval
2. Personnel items for informational purposes only

E. Instructional Programs

None

F. Budgetary Actions
(adoption of a new budget or revision of a budget, etc.)

None

G. Other Business and Financial Matters

1. Peace officer commission

H. Contractual Agreements
(other than construction and renovation)

1. Approval of Engagement Amendment with Deloitte & Touche LLP.
2. Execution of three Memoranda of Understanding with OSU

I. New Construction or Renovation of Facilities

1. Ratification of interim approval to engage Belfor for emergency disaster and property recovery services

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. OSRHE FTE Employee Report for fiscal quarter April 1, 2019 – June 30, 2019

VI. OKLAHOMA STATE UNIVERSITY

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

1. Remarks by President V. Burns Hargis
2. Presentation by Dr. Pam Ehlers, Director, OSU Career Services

B. Resolutions

1. Memorial Resolutions for:
    a. Thomas G. Bertenshaw
    b. Ruth L. List

C. Policy and Operational Procedures

1. Request to change name of the Center for Veterinary Health Sciences back to the College of Veterinary 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 and D-2 in the OSU agenda.)

1. Personnel actions for approval
2. Personnel items for informational purposes only

E. Instructional Programs

1. Curricular changes including new degrees, program modifications, etc.

F. Budgetary Actions (adoption of a new budget or revision of a budget, etc.)

None

G. Other Business and Financial Matters

1. Peace Officer Commissions
2. Ratification of Interim Board Approval granting authority for KOSU to renew lease with Hart Partners and make payments under the lease, of an estimated amount of $110,000, annually for a term of five years.
3. Actions required to refund financed debt on capital projects
   a. Solicit a financing team and take necessary action to issue general revenue bonds for the refunding of general obligation bonds and debt initially financed through Oklahoma Development Finance Authority Master Lease Program.
   b. Purchase the items in accordance with the OSU Purchasing Policies and Procedures
4. Actions required to finance potential new capital projects
   a. Seek legislative authorization, solicit a financial team, and take necessary action to issue general revenue bonds financing capital projects, plus the cost of issuance.
   b. Purchase the items in accordance with the OSU Purchasing Policies and Procedures
   c. Declare official intent to reimburse University funds with borrowed funds
5. Renewal of lease agreement between KOSU and City of Ponca City, Oklahoma
6. Naming of the new Center for Veterinary Health Sciences classroom building
7. Renaming of the Unmanned Systems Innovation Laboratory to Excelsior
8. Permission to withdraw approval to accept Gift-in-Kind donation of Karsten Creek Golf Course

H. Contractual Agreements
(other than construction and renovation)

1. Amendments to contribution plans
2. Enter into agreements with finalist benefit respondents
3. Approval to execute a contract for support services with OSU Research Foundation

I. New Construction or Renovation of Facilities

1. Begin selection process for an architectural firm to assist OSU with the design and construction of a Transportation Operation and Maintenance Facility (TOMF).

2. Begin selection process for a construction management firm to assist OSU with the design and construction of a Transportation Operation and Maintenance Facility (TOMF).
3. Selection of construction management firm to assist OSU with design and construction of a new flight training center
4. Increase budget for spaces in the Legacy Plaza West Tower project

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

1. Sole source & special request
   a. Ratification of interim approval for KOSU to purchase annual digital services, space segment, and programming from National Public Radio, Inc.
   b. Ratification of interim approval for OSU Athletics to enter agreement with Gatorade
   c. Ratification of interim approval for OSU Athletics to enter into a tentative sponsorship agreement with PepsiCo
   d. Authorization for Edmon Low Library to continue subscription services from ExLibris
2. Revolving & appropriated funds
   a. General University
      1. Ratification of interim approval for Undergraduate Admissions
      2. Authorization is requested to purchase specialized laboratory equipment from Neocera, LLC
   b. OSU-Center for Health Sciences
      1. Reauthorization to pay the University of Oklahoma College of Pharmacy
3. Auxiliary enterprises
   a. Authorization for OSU Athletics to purchase labor, materials, equipment, and services
   b. Authorization for OSU Athletics to increase previously approved amount for cleaning services
   c. Authorization for OSU Athletics to purchase vertical transportation maintenance services
   d. Ratification of interim approval to purchase property management services
4. Plant Funds
   a. Authorization for OSU-CHS to purchase furniture and equipment
   b. Authorization for Facilities Management to upgrade fire alarm systems

c. Authorization for Facilities Management to increase previously approved amount for waste and recycling collections

d. Authorization for OSUIT to reject all bids for painting of water tower and re-bid at a later date

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. Naming agreements for interior spaces
2. Demolition of a structure on the OSU-CHS Campus
3. Memorandums of Understanding with Langston University

VII. 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.

VIII. COMMITTEE REPORTS

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

A. Fiscal Affairs and Plant Facilities Committee
(All business discussed by this Committee was presented during the business of Oklahoma Panhandle State University and Oklahoma State University.)

B. Academic Affairs, Policy and Personnel Committee
(All business discussed by this Committee was presented during the business of Oklahoma State University.)

C. Regents' Steering Committee re: NEO A&M College Presidential Selection Process

D. Audit, Risk Management and Compliance Review Committee

E. Planning and Budgets Committee

IX. OTHER BOARD OF REGENTS' BUSINESS

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

B. Resolutions

1. Memorial Resolution for Former Regent Dr. Isabel Louise Keith Baker
2. Memorial Resolution for Former Regent Ronald Ray "Rusty" Martin

C. Policy and Operational Procedures

1. Revisions to Board Policy 1.17 - Requests by the Public for Information or to Present Matters to the Board

2. Revisions to Board Policy 3.13 - Extracurricular Use of Institutional Facilities, Areas or Media for the Purpose of Expression

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. Personnel actions are listed on the attached form.

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

None

F. Other Business Matters Requiring Action of the Board

None

G. Reports/Comments/Recommendations by Chief Executive Officer

H. Reports/Comments/Recommendations by General Counsel

I. Reports/Comments/Recommendations by Chief Audit Executive

J. New Business Unforeseen at Time Agenda was Posted

K. Other Informational Matters Not Requiring Action of the Board

None

L. Adjournment of meeting

II. 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 referenced an article in the *Guymon Daily Herald*, which showed a three-year retrospect. He said it was a great exercise for him to reflect upon the great things the University has accomplished in the last three years. He thanked Dr. Ryan Blanton, Vice President of Outreach, for his work to prepare this information for the Board Members.

President Faltyn highlighted the information listed in section A of the Agenda. He referenced the Preliminary Enrollment Report (which is attached to this portion of the minutes as ATTACHMENT A and considered a part of these minutes) and noted that for the third year in a row, OPSU will welcome its largest freshman class as well as another enrollment increase. The University is also greatly improving in retention. President Faltyn said the point person on the retention effort has been Dr. Julie Dinger, Vice President of Academic and Student Affairs, and she has done an excellent job. Regent Davis referenced a prior conversation with President Faltyn regarding an increase in OPSU's out-of-state enrollment, and a state that was mentioned and which surprised him was Colorado. President Faltyn said the biggest out-of-state contributor to enrollment for OPSU is Texas, given its proximity. Focus has not shifted from the usual states; the administration has simply tried to cast its net wider, resulting in the Colorado enrollment numbers increasing.

D-1 Approval of personnel actions

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

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

I-1 Equipment and construction services for the Anchor D Arena roof

President Faltyn said Mr. Benny Dain, Vice President for Fiscal Affairs, has spent the last three years working on insurance claims with the Office of Management and Enterprise Services (OMES) and its Risk Management division. Eight roofs on campus need to be completely replaced, and another fourteen need repair. President Faltyn said deferred maintenance is a true issue for the University. OMES has approved roof replacements for the gymnasium, weight-lifting facility, all faculty housing, and a few other buildings. President Faltyn said this has been a team effort and he thanked Mr. Dain; Steve Stephens, General Counsel; and Scott Schlotthauer, Chief Procurement Officer for all of their efforts in work on these projects.

Regent Hall moved and Regent Anthony seconded to approve Item I-1 as presented in the OPSU Agenda.

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

I-2 Selection of an on-call architect to assist with a masterplan

Regent Milner said the Fiscal Affairs and Plant Facilities (FAPF) Committee met with the OPSU administration for discussion of this item, and the Committee acted to recommend Board approval of the administration's recommendation.

Regent Milner moved and Regent Davis seconded to select Studio Architecture as the on-call architect to assist the University with a masterplan, as presented in the OPSU Agenda.

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

I-3 Selection of an on-call architect to assist with renovation to Student Union

Regent Milner said the FAPF Committee met with the OPSU administration for discussion of this item, and the Committee acted to recommend Board approval of the administration's recommendation.

Regent Milner moved and Regent Burns seconded to select Studio Architecture as the on-call architect to assist the University with renovation to the Student Union, as presented in the OPSU Agenda.

Regent Anthony said his recollection is that there have been significant issues with this facility over the years. President Faltyn affirmed this; he said it is hoped the dedicated revenue will not only fix the infrastructure of the Student Union, but enable the University to do all that is desired with the building. Fixing the infrastructure is imperative.

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

J-1 Approval to enter agreement with Capital Education

President Faltyn said this agreement will help market the University's current online degree programs nationally. The University does a good job locally and regionally marketing these online

programs, and this is the next step in terms of building enrollment and creating a brand that reaches outside of the University's region. He said Dr. Dinger has been working heavily on this agreement.

Regent Link asked the extent of the University's online programs and what exactly this agreement will do to expand them. Dr. Dinger said all of the programs at OPSU are approved by the Board and the Oklahoma State Regents for Higher Education (OSRHE) to offer online; however, the University does not have the capacity to do so in many places. Capital Education will provide tools and resources for faculty members so the faculty will have time to develop online materials. Dr. Dinger said OPSU has struggled historically with labs and trying to find ways to convert real, in-person experience into the virtual world. Capital Education will provide the resources so faculty members do not have to take time off from teaching to develop these types of things themselves. Dr. Dinger said the two purely online programs at OPSU that will be impacted by this partnership are the Bachelor's degree in Business Administration (BBA) and Registered Nurse (RN) to Bachelor's degree of Science in Nursing (BSN). She said the University also hopes to offer a Master's degree in Business Administration (MBA) in Agribusiness in the future.

Regent Anthony wished OPSU well in these efforts. President Faltyn said if the State will lift the moratorium, the University can do a lot of good and looks forward to this situation being resolved. He said it is difficult to describe how frustrating it has been. A partnership with Capital Education will allow the University to offer an MBA degree online.

Regent Burns asked what type of enrollment is anticipated. Dr. Dinger said the University serves about 120 students in its RN to BSN program annually. She hopes this number will double, but this will be a phased approach because OPSU has to make sure there are qualified faculty in place and the University plans to check-in every six months to see progress toward this goal. President Faltyn said the University estimates 230 students for its MBA in Agribusiness program.

Regent Burns asked for an assessment of the economics of this agreement. Dr. Dinger said one of the problems faced at the regional institutions is attracting qualified faculty. When there is ability to work remotely with faculty and scale quickly by using subject matter experts to do these things, there is more flexibility in how these courses are offered. Dr. Dinger said she hopes the University can do more with less with these new online resources.

Regent Burns said he anticipates that this will be profitable and asked how profitable it will be. President Faltyn said he estimates gaining approximately $1.0-$1.5 million in revenue. Regent Anthony asked if the University is charging regular tuition. President Faltyn said this would be a graduate school tuition rate as opposed to the undergrad rate. He said the administration tried to align with competitive universities within the region, and the fee income is roughly 50 percent of the tuition income on a graduate program. Regent Burns asked what the argument is from the OSRHE for maintaining the moratorium as it relates to this program. President Faltyn said the OSRHE have made it known that they would like some clarity from the Task Force on the Future of Higher Education on what the fiscal viability is for all of the institutions in the State before they consider any function and program expansions.

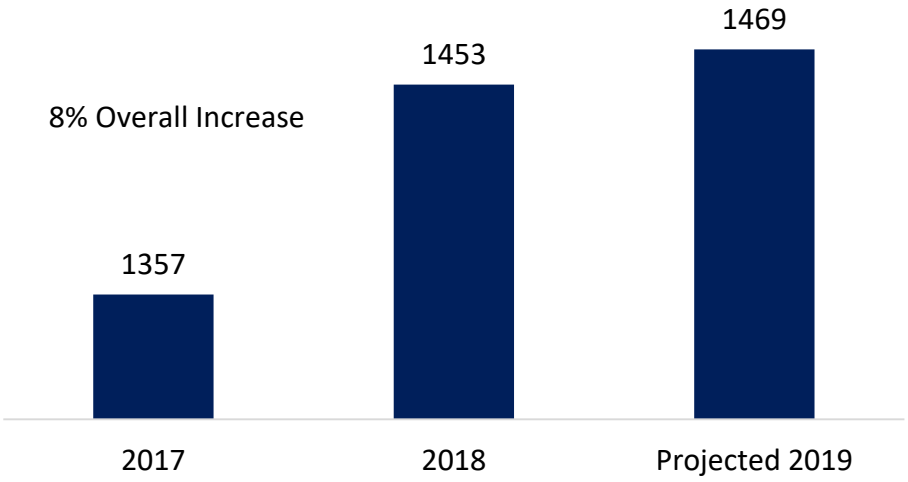
> Regent Anthony moved and Regent Callahan seconded to approve Item J-1 as presented in the OPSU Agenda.

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

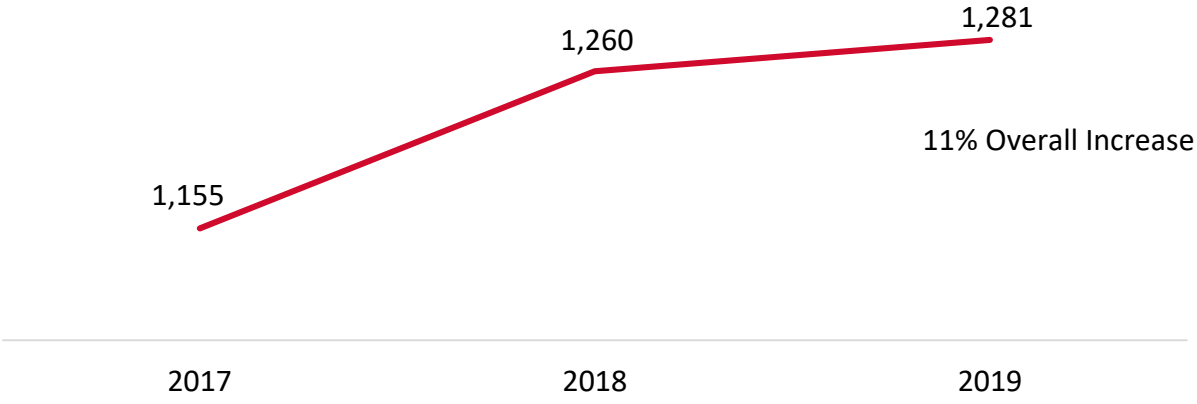
The business of Oklahoma Panhandle State University being concluded, President Faltyn and members of the OPSU administration were excused from the meeting.

OKLAHOMA PANHANDLE STATE UNIVERSITY
OFFICE OF ACADEMIC AND STUDENT AFFAIRS
P.O. Box 430 • Goodwell, OK 73939 • 580.349.1400

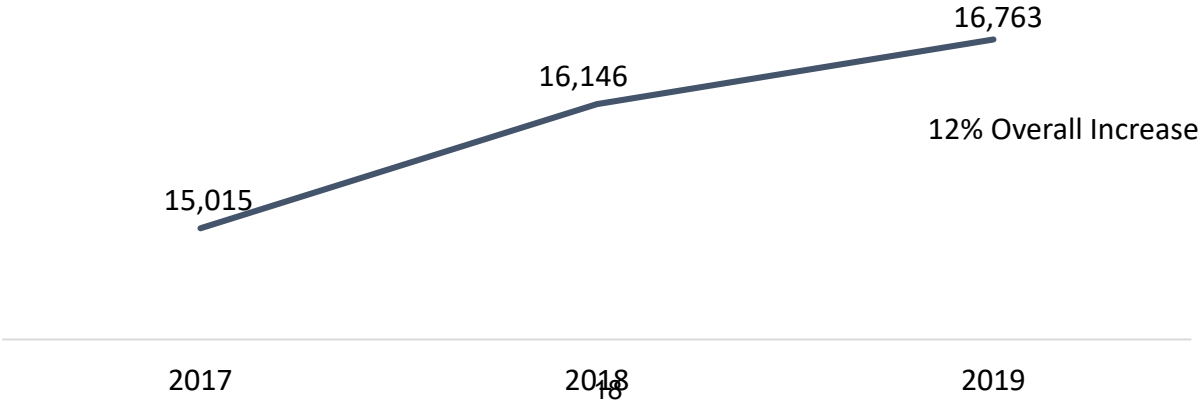
12 month Unduplicated Headcount



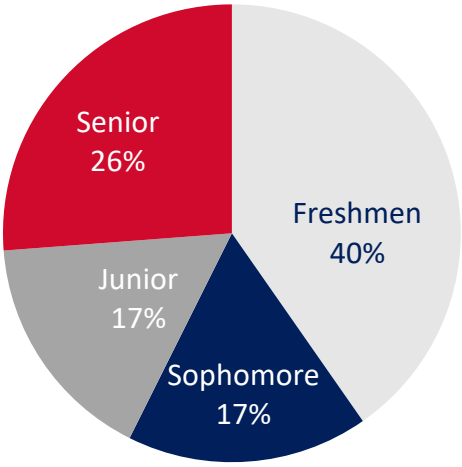
Fall Semester Preliminary Enrollment Headcount 2017-2019



Fall Semester Preliminary Credit Hour Production 2017-2019

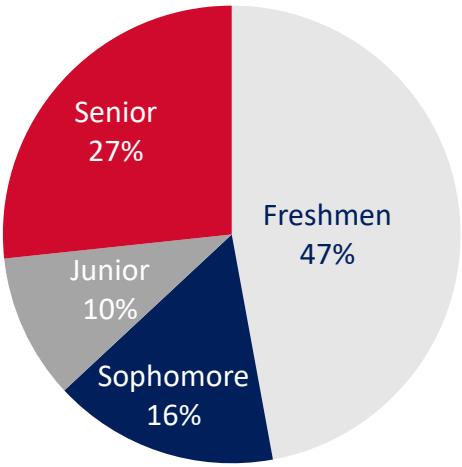


Preliminary Headcount Enrollment by Class Rank Fall 2019



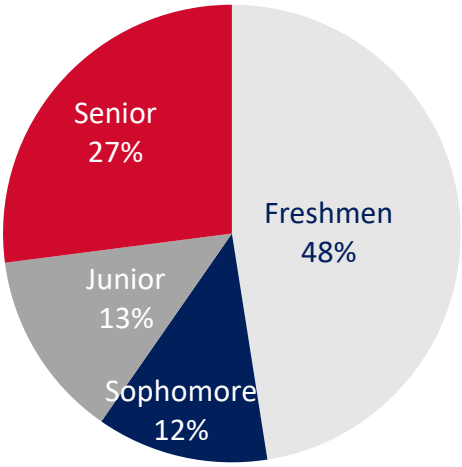
7% Increase in First Time Freshmen since Fall 2017

Preliminary Headcount Enrollment by Class Rank Fall 2018



25% Increase in Concurrent Enrollment since Fall 2017

Preliminary Headcount Enrollment by Class Rank Fall 2017



19% Increase in first year retention since Fall 2016

OKLAHOMA PANHANDLE STATE UNIVERSITY

Goodwell, Oklahoma

Agenda for the Regular Meeting of the Board of Regents for OSU and the A&M Colleges

September 13, 2019

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 Chief Procurement 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. Remarks by President Faltyn
2. Panhandle Magazine
3. Preliminary Enrollment Report 2019

B – RESOLUTIONS

None

C - POLICY AND OPERATIONAL PROCEDURES

None

D - PERSONNEL ACTIONS

1. Board approval is requested for the following personnel actions:

Name	Action	Effective Date	Salary/Rate
David Ferrell	Assistant Professor of Biology	8/14/2019	$43,000.00
Carl Sell	Assistant Professor of Communications	8/14/2019	$38,000.00
Jared Bates	Assistant Professor of Animal Science	8/14/2019	$45,000.00
Tyler Stephens	Instructor of Psychology	8/14/2019	$42,600.00
Shawn Joy	Head Baseball Coach	8/22/2019	$40,500.00

Chad Kerr	Head Softball Coach	7/23/2019	$37,000.00
Mark Laird	Head Basketball Coach	6/24/2019	$50,000.00
Shelby Bartlett	Head Volleyball Coach	7/1/2019	$36,000.00

2. The following personnel items are listed for informational purposes only:

Name	Title	Type	Effective Date	Service Time
Jason LaRocque	Head Baseball Coach	Resignation	8/2/2019	2 Years

E - INSTRUCTIONAL PROGRAMS

None

F - BUDGETARY ACTIONS

None

G - OTHER BUSINESS AND FINANCIAL MATTERS

None

H - CONTRACTUAL AGREEMENTS (other than construction and renovation)

None

I - NEW CONSTRUCTION OR RENOVATION OF FACILITIES

1. Board approval is requested to purchase equipment and construction services up to $500,000 for the Anchor D Arena roof at Oklahoma Panhandle State University. This project will be funded with legally available funds from Risk Management, Oklahoma Office of Management and Enterprise Services. This matter has been reviewed by Legal Counsel.

2. Board Approval is requested to select on-call architect, Studio Architecture, to assist the University with a masterplan of the Goodwell campus. The planned costs for this project are expected to be in the range of $90,000 - $120,000 over three years, which will be from legally available funds.
   The master planning study would include evaluation of existing building stock, utilities, traffic patterns and services currently provided on campus over the next three years. On-call architect Studio Architecture has performed master planning exercises for A&M campuses including the OSU Stillwater DASNR masterplan, Edmon Low Library masterplan and the OSU-Tulsa Library. This project is being coordinated by Dr. Ryan Blanton, OPSU, as well as Mike Buchert and Jana Phillips, Long Range Facilities Planning.

3. Board Approval is requested to select on-call architect, Studio Architecture, to assist the University with the assessment and conceptualization for the renovation to the Student Union on the Goodwell campus. The planned costs for the initial phase of design are not expected to exceed $300,000. The total cost of this project is not known at this time. The estimated cost will be brought back to the Board once the initial phase is complete. Funding will be from legally available funds.
   Dedicated fees have been earmarked to modernize and update the existing Student Union. On-call architect Studio Architecture has successfully performed renovations within existing buildings of similar age at both OSU Stillwater and OSU-OKC campuses, and is recommended to assist with university with the assessment and conceptualization for a renovation to the OPSU Student Union. This project will be coordinated by Dr. Julie Dinger, OPSU, as well as Mike Buchert and Jana Phillips, Long Range Facilities Planning.

J - PURCHASE REQUESTS

1. Board approval is requested to enter into an agreement with Capital Education to provide program management for OPSU online degree programs. This agreement has been reviewed by Legal Counsel. *(Reference Document #1)*

K - STUDENT SERVICES/ACTIVITIES

None

L - NEW BUSINESS UNFORESEEN AT TIME AGENDA WAS POSTED

None

M - OTHER INFORMATIONAL MATTERS NOT REQUIRING ACTION OF THE BOARD

1. Out-of-state travel summaries for the months of June, July, and August 2019 *(Reference Documents #2, #3, and #4)*
2. FY19 4th Quarter FTE Report Form (*Reference Document #5)*

SERVICES AGREEMENT

This Services Agreement (this "Agreement") is made and entered into effective as of the date Customer awards a contract to CapEd (the "Effective Date"), between Oklahoma Panhandle State University ("Customer"), an Oklahoma public university and Capital Education LLC, a Delaware limited liability company ("CapEd") and shall remain in effect from the Effective Date through expiration or termination (the "Agreement Period"). Customer and CapEd are sometimes individually referred to herein as a "Party" and are sometimes collectively referred to herein as the "Parties."

WHEREAS, the Customer is an Oklahoma institution of higher education with its primary campus located at 323 W. Eagle Blvd., Goodwell, Oklahoma 73939 which is authorized by the Oklahoma State Regents for Higher Education (the "OSRHE") to offer certain education programs and award certain academic credentials, and which also is accredited by Higher Learning Commission ("HLC").

WHEREAS, this Agreement sets forth, among other things, the terms and conditions upon which Customer will collaborate with CapEd to expand Customer's online and distance learning undergraduate and graduate degree and certificate programs (each of such online and distance learning programs under this Agreement, wherever provided, being referred to herein as a "Program" and collectively as the "Programs") and deliver the Programs on a third party online platform; and

WHEREAS, this Agreement also sets forth certain administrative and consulting services that CapEd will provide to Customer, all upon and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties, intending legally to be bound, hereby agree as follows:

ARTICLE I.
Development and Expansion of Programs; Services

1.1 Development and Expansion of Programs: Services. Customer will collaborate with CapEd to develop, expand and distribute Customer's online, distance learning undergraduate and graduate degree, and certificate Programs, as well as other non-degree learning Programs, in accordance with the terms and conditions set forth in this Agreement.

1.2 CapEd Services. To facilitate the development, and expansion, as well as the implementation, of the Programs as contemplated under this Agreement, CapEd shall provide and perform on behalf of Customer, effective from and after the Effective Date the following services relating to the Programs (collectively, the "CapEd Services"):

a. consulting with Customer as to the feasibility of additional online and distance Programs and the development and implementation of these Programs;

b. marketing and promoting the Programs to generate leads for Programs;

c. recruiting prospective students ("Candidates") for enrollment in the Programs;

d. developing and making available to Customer proprietary online courseware, curricula and course materials for the Programs;

e. making available to Customer the CapEd Platform (as defined in Section 1.4(b) below);

f. providing configuration and management of the CapEd Platform for Customer, including technical services and provision of support services for students enrolled in, and faculty teaching, the Programs;

g. making available online information resources for students enrolled in the online courses of Customer;

h. training of Customer faculty, student services staff and personnel in the proper and effective use of the online courseware and the CapEd Platform for the Programs;

i. hosting of the CapEd Platform;

j. implementing procedures for contact by CapEd of Customer students enrolled in the Programs who are not making academic progress through the Programs and advising faculty of these issues; and

k. providing such other operating and administrative services with respect to the Programs as Customer and CapEd mutually agree may be necessary in order to oversee and manage the business and operations of the Programs generally, subject to Customer's responsibility for the Academic and Financial Aid Functions (as defined herein).

1.3 Programs. The Parties contemplate that Customer will offer certain Programs as described in Schedule 1.3 annexed hereto. The Parties may agree in writing to offer additional Programs.

1.4 CapEd Platform.

a. Exclusive Delivery Mode. Except as otherwise provided in this Agreement, all online and distance learning Programs shall exclusively be delivered by Customer through the CapEd Platform.

b. Definition. As used herein, the "CapEd Platform" shall mean the proprietary third party: (i) course authoring toolset, (ii) course delivery environment, and (iii) integrated student services and e-commerce environment, including any and all updates, upgrades, improvements, modifications, new versions, bug fixes and work-arounds to the foregoing, developed by CapEd during the Agreement Period.

c. System Facilitation. CapEd shall provide, or cause to be provided, all necessary or appropriate passwords, materials and instructions to Customer to enable Customer to access (i) any portion of any Program Course (as defined herein) then being offered as part of the Programs, and (ii) any electronic services provided to students enrolled therein for purposes of ensuring compliance with the terms of this Agreement.

d. Authentication. CapEd shall implement reasonable and appropriate processes to establish that a student who registers for a Program is the same student who participates in the Program and receives the academic credit therefor.

1.5 Tuition. In setting and revising the tuition and other charges for enrollment in the Programs, Customer shall consult with CapEd respecting competitive market conditions. Students enrolled in the Programs shall be Customer students and, unless otherwise mutually agreed to by the Parties in writing, students enrolled in the Programs shall pay tuition and other charges related to the Programs to Customer. Students may audit the Programs in lieu of enrolling as full or part-time students so long as such students pay the same tuition and other charges as enrolled students.

1.6 Certain Performance Standards.

a. Government Regulations. CapEd shall perform its services hereunder in a manner consistent in all material respects with the applicable published requirements of the U.S. Department of Education ("USDOE"), the OSRHE, the HLC and, to the extent applicable, each state ("State") of the United States of America that regulates institutions of higher education providing distance or online education. In performing services under this Agreement, CapEd may rely without independent investigation on Customer's instructions, procedures and written policies with respect to such requirements.

b. Financial Aid Excluded. It is specifically understood and agreed that the services contemplated to be performed by CapEd under this Agreement shall not include the administration of any portion of Customer's participation in any Title IV Programs (as defined herein), or other financial aid programs and, unless otherwise expressly agreed to in a writing duly executed by the Parties, CapEd shall not act as nor be considered a "third party servicer" (as that term is defined at 34 C.F.R. § 668.2). The Parties agree that the administration of Customer's participation in any Title IV Programs shall be the sole responsibility of Customer.

c. Non-infringement. CapEd represents and warrants that:

i. to the best of its knowledge it possesses all rights necessary to grant the rights granted to Customer by this Agreement and to perform the CapEd Services; and

ii. the CapEd Intellectual Property does not and will not knowingly infringe any patent, trademark, copyright, privacy rights, publicity rights or other proprietary right of any third party.

d. Professionalism. CapEd warrants that the CapEd Services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards.

e. Disclaimed Warranties. THE FOREGOING WARRANTIES CONTAINED IN THIS SECTION 1.6 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NEITHER CAPED NOR ITS

AFFILIATES OR THIRD PARTY PROVIDERS MAKE ANY GUARANTEES AS TO THE RESULTS OR ACHIEVEMENTS OF THE STUDENTS. WITHOUT LIMITING THE FOREGOING, CAPED MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESSIBILITY OF ANY WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS REGARDLESS OF THE REASON. AN "AFFILIATE" OF CAPED IS AN ENTITY THAT CONTROLS, IS CONTROLLED BY, OR UNDER COMMON CONTROL WITH CAPED, WHERE "CONTROL" MEANS THE POSSESSION, DIRECTLY OR INDIRECTLY, OF THE POWER TO DIRECT OR CAUSE THE DIRECTION OF THE MANAGEMENT POLICIES OF AN ENTITY, WHETHER THROUGH THE OWNERSHIP OF SECURITIES, BY CONTRACT OR OTHERWISE.

f. Limited Work Scope. Nothing in this Agreement shall be construed to require CapEd to provide or develop additional support or to render any service not provided for in this Agreement.

1.7 Records.

a. Retention. CapEd shall maintain on behalf of Customer with respect to the Programs such records as may be reasonably requested by Customer.

b. Title IV. To the extent that CapEd maintains records relevant to the receipt of student financial assistance under the Title IV Programs by students enrolled in the Programs, CapEd shall maintain, retain, and make available such records in accordance with the applicable requirements of such Title IV Programs, including 34 C.F.R. §§ 668.23(e) and 668.24, as directed by Customer.

c. FERPA Compliance. CapEd will maintain the confidentiality of Program personnel, student and other records in accordance with the requirements of Applicable Law. Customer recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA"), CapEd has a legitimate educational interest for purposes of Customer disclosing a student's educational records to CapEd. Customer shall define "school officials" and "legitimate educational interest" as permitted by FERPA, broadly enough to permit CapEd to provide the CapEd Services to the students of Customer. “Applicable Law” means any federal, state, local or similar statute, law, judicial decision, ordinance, regulation, rule, code, order, judgment or decree.

d. Information Sharing. Each Party shall give the other Party reasonable access to education and other Program records maintained by a Party in such form, with such frequency and within such timeframe as the other Party may reasonably request. Such access may include electronic links, electronic data transmission, and periodic reports. The Parties shall develop procedures for information management and information and records sharing that meet Applicable Laws and accreditation requirements.

1.8 Customer Academic and Financial Aid Rights, Duties, Responsibilities and Functions. Notwithstanding anything to the contrary herein, the Parties expressly agree that Customer will retain each and all of the academic rights, duties, responsibilities and functions inherent in an

institution of higher education of its nature and all of the duties, rights and responsibilities inherent in eligibility, establishing systems and procedures, qualifying, implementing, administering and complying with the requirements of all aspects of financial assistance to students under all Programs including Title IV Programs (hereinafter, the "Academic and Financial Aid Functions"). Such Academic and Financial Aid Functions shall be carried out in accordance with established Customer institutional procedures and shall include, but not be limited to:

a. approval of each Program and adoption for each Program of the curricula and course materials therefor, including approval of the courses to be offered and the determination of the number of the credit hours ascribed thereto;

b. establishment, implementation and administration of academic standards for the Programs;

c. establishment, implementation and administration of standards for the admission of students to Customer and administration of all aspects of admission of students to Customer credits;

d. establishment and implementation of standards for transfer of academic credit;

e. establishment of procedures for, and implementation and administration of, all aspects of all financial assistance offered to Customer students by Customer, Educational Agencies and other third parties, including Title IV Programs and financial aid programs for students serving in the military or veterans of military service, and counseling students with respect to receiving and repaying financial assistance;

f. implementation and administration of all registrar functions, including without limitation those related to the preparation and delivery of official transcripts and to the matriculation, withdrawal and graduation of Customer students;

g. preparation of course content, including objectives and syllabi for courses established for each Program;

h. establishment for each Program of (i) the applicable standards, prerequisites, requirements, and measures of student performance, (ii) the standards for the evaluation of the performance of students enrolled in such Program, and (iii) the processes for the evaluation of such student performance;

i. establishment, implementation and administration of the requirements for the granting of academic degrees and other credentials with respect to the Programs and determination of the qualification of students enrolled in the Programs to receive such academic degrees or other credentials;

j. establishment, implementation and administration of procedures for the awarding of academic degrees and other credentials to students enrolled in the Programs, and awarding, in accordance with such procedures, all academic degrees and other credentials to such students who have qualified to receive them;

k. acquisition and maintenance of licenses or approvals as required from each State in order to provide educational services by telecommunications or online delivery to students residing in such State;

l. implementation and administration of all bursar and financial functions, including the timely and correct return of financial aid funds and processing of refunds for students who do not complete the payment period or educational program; and

m. review and approval of all advertising, promotional or similar materials for Programs.

Customer agrees to review all advertising, promotional or similar materials presented to it by or on behalf of CapEd promptly, but in any event within fifteen (15) days of receipt. Within such fifteen (15) day period, Customer will provide specific written comments on such materials to CapEd and/or approve CapEd's use of such materials, which approval shall not be unreasonably withheld, delayed or conditioned. In the event that Customer fails to respond to CapEd within fifteen (15) days of receiving any advertising, promotional or similar materials, Customer shall be deemed to have approved these materials and their use by CapEd.

1.9 Additional Obligations With Respect to Programs. Customer shall ensure that the offering of the Programs will be in compliance with all applicable published requirements of Educational Agencies. "Educational Agency" means the USDOE, the OSRHE, the HLC and each entity that engages in granting or withholding approvals and authorizations for and regulates or oversees higher education institutions, their agents, or employees in accordance with standards relating to the performance, operation, financial condition, or academic standards of such institutions, and the provision of financial assistance by and to such institutions or their students, that is applicable to Customer.

a. Program Addition. Should Customer and CapEd agree to initiate a new Program(s) that is not then within the scope of Customer's current authorizations and approvals, then Customer shall use its best efforts to make all necessary notifications and obtain all necessary authorizations and approvals for the marketing and offering of such Program.

b. Marketing and Delivery. Customer shall notify CapEd in writing that it may commence marketing and delivery of any proposed Program at such time as the necessary authorizations and approvals from Educational Agencies for such Program are received, and CapEd shall not commence marketing or delivery of any such Program prior to receipt of such written notification.

c. Educational Approvals. Customer shall maintain in full force and effect the authorizations and approvals for the Programs and any additional authorizations and approvals required for this Agreement that Customer has in place as of the Effective Date or which are obtained hereafter (collectively, the "Educational Approvals"), including without limitation:

i. any State authorizations or approvals, including but not limited to authorizations or approvals issued by the OSRHE and each other State or governmental authority

where such authorization is required to provide distance education to students residing in such State;

ii. accreditation by the HLC and any other required accreditation;

iii. eligibility and certification to participate in the programs of Federal student financial assistance pursuant to Title IV ("Title IV Programs") of the Higher Education Act of 1965, as amended (the "HEA"), including but not limited to complying with the institutional eligibility requirements set forth at Section 101(a) of the HEA and the terms and conditions of the Program Participation Agreement between Customer and the USDOE, as in effect from time to time; and

iv. approval by the USDOE as required.

d. Discontinued Program Offerings. CapEd may from time to time recommend in writing to Customer that certain Programs no longer be offered online after the end of the then current or a future term or payment period in which the Programs are, or will be, offered. Customer shall promptly, but in any event within fifteen (15) days of receipt of such recommendation, respond in writing by either agreeing or disagreeing with CapEd's recommendation. If Customer disagrees with the CapEd recommendation, it shall, in the written response, set forth its good faith rationale for the disagreement and its recommendation that the Program be continued. If Customer disagrees with CapEd's recommendation, senior representatives of the Parties shall meet and discuss this disagreement and discuss alternative solution paths for the Program(s) at issue. If (i) the senior representatives of the Parties are unable to reach agreement as to the continued offering of any Program which CapEd has recommended to no longer be offered (a "Designated Program"), or (ii) Customer fails to timely respond in writing to CapEd's recommendation, such Designated Program shall continue to be offered. However, CapEd will immediately cease providing services described in Sections 1.2(a) (marketing and promoting) and 1.2(b) (recruiting), and, in addition to amounts due under the provisions of Sections 3.1 and 3.2, Customer shall be responsible, under the provisions of Section 3.4, for all promotional and marketing costs for each Designated Program incurred by or on behalf of CapEd from and after the first date on which CapEd recommends to Customer that the Designated Program no longer be offered. If Customer continues to offer a Designated Program under circumstances set forth in the two sentences immediately preceding this one, Customer may migrate the Designated Program to its own platform.

e. Educational Agency Communications. Customer shall be responsible for the conduct of all relations with Educational Agencies and obtaining and maintaining in full force and effect all Educational Approvals. In furtherance thereof, Customer shall:

i. promptly provide CapEd with copies of all relevant correspondence and communications with Educational Agencies that pertain to or could materially affect the Programs, including without limitation correspondence and communications related to institutional eligibility; and

ii. consult with CapEd in the preparation of any responses by Customer to Educational Agencies pertaining to or materially affecting any Program and in the preparation

for any meeting with such agencies pertaining to or materially affecting any Program.

1.10 CapEd Presence at Customer. CapEd shall be entitled to maintain administrative offices at the Customer's campus for use by CapEd in connection with the performance of its obligations under this Agreement.

a. Space; Facilities. Customer will make available to CapEd without charge for the performance of its obligations under this Agreement such space and facilities as may be reasonably necessary for CapEd to provide the CapEd Services. In determining what is reasonable, the Parties hereby affirm that it is the intention that primary marketing, recruiting and platform service undertaken by CapEd pursuant hereto will be conducted in CapEd space off-site to any Customer campus.

b. Office Resources. The Customer shall further make available for the use of CapEd without charge at the space and facilities described in Section 1.l0(a) such telecommunications, internet access and other office support as may be reasonably requested by CapEd.

1.11 Obligation to Promote Programs. Customer and CapEd will work cooperatively to promote the Programs and recruit students for enrollment in the Programs, whether through websites, email, written correspondence, telephone or otherwise.

1.12 General Consultation and Cooperation. The Parties shall cooperate and consult with each other and shall coordinate the performance of their respective activities hereunder. In furtherance of all of the foregoing, the Parties shall establish such procedures as they shall mutually agree to be effective for achieving the purposes of this Agreement and allowing each of them to perform its respective obligations and exercise its respective rights under this Agreement.

1.13 Grant by Customer of Exclusive Right to Develop and Implement Programs Online. During the Agreement Period, Customer shall not allow another third party provider to offer, or assist Customer to offer, online, distance learning or extension programs that are substantially similar to the Programs to be offered by Customer under this Agreement or Programs that are otherwise being offered by Customer during the Agreement Period, but Customer may grant to any other third party provider the right to develop and implement on behalf of Customer any such online, distance learning or extension programs or engage any other third party provider to perform any of the CapEd Services and functions to be provided by CapEd with respect to the Programs hereunder to be provided by such other third party provider after the Agreement Period, it being understood and agreed by the Parties that the right to provide any online, distance learning or extension programs or other substantially similar online programs offered by or on behalf of Customer, or any other educational programs offered by or on behalf of Customer at any of Customer's campuses, shall be exclusive to CapEd during the Agreement Period.

ARTICLE II.
Ownership of Intellectual Property; Licenses

2.1 Certain Definitions. For purposes of this Agreement, the following terms shall have the respective meanings set forth below:

a. "CapEd Marks" shall mean the trademarks, service marks and trade names of CapEd, its subsidiaries and Affiliates, as the case may be, listed on Schedule 2.l(a) hereto, which may be amended from time to time to include additional CapEd Marks that may be developed including, without limitation, CapEd Marks used to market, promote or otherwise identify the Programs.

b. "Intellectual Property" means all patent rights, copyrights, trademarks, mask work rights, trade secret rights, sui generis database rights, moral rights and all other intellectual and industrial property rights of any kind anywhere in the world (whether or not registered or perfected), together with all applications for or to register any of the foregoing and any rights to renew, extend or otherwise improve any of the foregoing.

c. "Program Course" shall mean, with respect to each Program, an individual course offering, including course syllabus, formal instructional materials, informal instruction mechanisms (chat rooms and bulletin boards), reading lists and reference materials, "homework" assignments and test materials.

d. "Program Framework" shall mean, with respect to each Program, the general concept of the purpose and educational objectives of such Program, including without limitation, the academic degree or other credential to be awarded upon successful completion of the Program requirements, the courses to be offered as part of such Program and the number of credit hours or equivalent value assigned to each such course, the requirements regarding the number and types of courses to be successfully completed and other requirements to be fulfilled in order to be eligible to receive the academic degree or other credential for which the Program is designed.

e. "Program Package" shall mean, with respect to each Program, the Program Framework for such Program and each Program Course for such Program.

f. "Customer Marks" shall mean the trademarks and service marks of Customer listed on Schedule 2.l(f) hereto, which may be amended from time to time to include additional Customer Marks.

2.2 Ownership.

a. CapEd Intellectual Property. CapEd will exclusively retain (collectively, "CapEd Intellectual Property"): (i) all Intellectual Property which it had on the Effective Date, or which results from activities of CapEd which are independent from this Agreement (collectively, "CapEd Background Intellectual Property"); (ii) all modifications by whomever (including Customer and members of Customer's faculty) made to CapEd Background Intellectual Property; (iii) all other Intellectual Property developed by CapEd, either alone or jointly with others (but excluding with Customer and members of Customer's faculty, and any modifications or design version of any Customer Marks); and (iv) the CapEd Marks, including any and all design versions thereof and any and all goodwill connected therewith. For clarity, any modification to any CapEd Background Intellectual Property developed by Customer and members of Customer's faculty ("Modified Background Intellectual Property") shall be owned by CapEd. Customer agrees that all Modified Background Intellectual Property will be the property of CapEd and hereby irrevocably transfers and assigns to CapEd in perpetuity throughout the world and

in all manner, media and channels of distribution now known or hereafter devised, developed or created, any and all rights, title and interest, including but not limited to copyrights, patent rights, trade secrets, trademarks and other proprietary rights, in and to all Modified Background Intellectual Property effective automatically as of the creation thereof. Customer agrees to: (a) disclose promptly in writing to CapEd all Modified Background Intellectual Property; (b) cooperate and assist CapEd (at CapEd's expense) to apply for and execute any applications and/or assignments reasonably necessary to obtain any patent, copyright, trademark or other protection for the Modified Background Intellectual Property in CapEd's name as CapEd deems appropriate; and (c) otherwise treat all materials as Confidential Information. Except as specifically set forth in this Article 2, Customer shall have no rights in or to the CapEd Intellectual Property or Modified Background Intellectual Property.

b. Customer Intellectual Property. Customer will exclusively retain (collectively, "Customer Intellectual Property"): (i) all Intellectual Property which Customer had on the Effective Date, or which result from activities of Customer which are independent from this Agreement (collectively, "Customer Background Intellectual Property"); (ii) all Intellectual Property developed solely by Customer in connection with the Agreement, but excluding any CapEd Intellectual Property; (iii) all Intellectual Property owned by Customer in the content of Program Course that Customer or its faculty supplies in any format (written, graphic, photographic, audio, audio visual, video or other) and in editorial revisions to such content by whomever made including revisions jointly made with CapEd, but excluding any formatting of and enhancements to such content made through the CapEd Platform author toolset or other functionality in the CapEd Platform (collectively, the "Customer Content IP"); and (iv) Customer Marks, including any and all design versions thereof and any and all goodwill connected therewith. Except as specifically set forth herein, CapEd shall have no rights in or to Customer Intellectual Property. Customer agrees to enter into written agreements with persons who are not employees of Customer but who may assist Customer in preparing the course objectives described in Section 1.8(g), which agreements shall contain "work for hire" or similar provisions assigning all Intellectual Property associated with course objectives to Customer.

2.3 Marks.

a. License of Customer Marks. Subject to the restrictions on use and the terms and conditions set forth in this Agreement, Customer hereby grants to CapEd an irrevocable, nonexclusive, paid-up worldwide right and license to use Customer Marks during the Agreement Period and thereafter for the period described in Section 4.4 in connection with the performance of its obligations or exercise of its rights under this Agreement, including without limitation developing, promoting and delivering the Program Packages and marketing and promoting the Programs (the "Customer Marks License"). Subject to the restrictions on use and the terms and conditions set forth in this Agreement and Customer's advance written approval, CapEd shall have the right to sublicense its respective rights under Customer Marks License to the extent, if any, necessary in connection with the performance of its respective obligations or the exercise of its other rights under this Agreement.

b. License Following Termination of Agreement. Notwithstanding the foregoing, CapEd shall have a reasonable period of time (but, in any event, not to exceed six (6) months) following any expiration of the Term or other termination of this Agreement in which to continue using Customer Marks in reasonable quantities of materials created or produced prior to such expiration or termination and to remove Customer Marks from digital materials distributed or transmitted following such termination or expiration.

c. License of CapEd Marks. Subject to the restrictions on use and the terms and conditions set forth in this Agreement, CapEd hereby grants to Customer a nonexclusive, revocable, paid-up worldwide right and license to use the CapEd Marks in connection with the performance of Customer's obligations or the exercise of Customer's rights under this Agreement.

d. Acknowledgement of Limited Rights. Each Party must not assert or represent: (i) that it has acquired any ownership rights in the trademarks and service marks of the other Party; and (ii) that all goodwill created by use of such other Party's trademarks and service marks hereunder shall inure to the benefit of such other Party that owns such marks. Except as otherwise provided herein or agreed to by the Parties, the rights granted herein to each Party to use the trademarks and service marks of the other Party do not extend beyond the expiration of the Term or the earlier termination of this Agreement.

e. Obligation to Follow Guidelines for Depiction of Marks. Each Party shall fully comply at all times with reasonable guidelines for proper usage of the name and the trademarks and service marks of the other Party as provided from time to time by such other Party that owns such marks, and as such other Party may update and modify such guidelines from time to time. In the event that a Party determines in its sole discretion that the use of such Party's trademarks and service marks fails to comply with its then current trademark usage guidelines or such other guidelines or uses authorized or approved by it, then the other Party shall, upon notice from the Party that owns such marks, promptly correct such non-compliance; provided, however, in the event such owning Party reasonably determines that such non-compliance poses a material threat to the validity of such Party's trademarks and service marks or to the goodwill or reputation associated therewith, the other Party shall , upon notice from such owning Party, promptly refrain from any further distribution or dissemination of materials containing the non-complying items.

2.4 License of Customer Intellectual Property. During the Agreement Period and thereafter for the period of time necessary for CapEd to fulfill its obligations pursuant to Section 4.4), Customer hereby grants to CapEd a nonexclusive, royalty-free license to use each Customer Intellectual Property item that pertains to any applicable Program (excluding Customer Marks) solely for the purposes of providing the CapEd Services and performing its obligations under this Agreement. Without limiting the forgoing, and in each case regardless of whether some or all of the content of the Programs or Program Courses were created using the CapEd Platform author toolset or other aspects of the CapEd Platform:

a. nothing in this Agreement grants CapEd any ownership of copyrights or other rights included in Customer Content IP;

b. CapEd may not use, reproduce, distribute, display or modify any of Customer Content IP for any purpose except performing its obligations under this Agreement;

c. CapEd will not provide any of Customer Content IP to, and will not permit any use, reproduction, distribution, display or modification of Customer Content IP by any other universities, educational institutions or businesses; and

d. subject to Section 1.13, Customer will be free to use, reproduce, distribute, display and modify, and permit others to use, reproduce, distribute, display and modify, Customer Content IP in all contexts, formats and platforms, whether face-to-face, online or otherwise, but subject to the provisions of Section 1.13 of this Agreement.

2.5 CapEd Platform License. CapEd hereby grants to Customer a nonexclusive, revocable, nontransferable, paid-up right and license, without the right to sublicense, to access and use the CapEd Platform to deliver online and distance learning Programs to Customer students enrolled in such Programs and to faculty teaching such Programs. After the Term and for the period of time necessary for CapEd to fulfill its obligations pursuant to Section 4.4, CapEd hereby grants to Customer a nonexclusive, revocable, nontransferable, paid-up right and license, without the right to sublicense, to access and use the CapEd Platform to deliver online and distance learning Programs to Continuing Students. Customer shall have no right to maintain any copies of the CapEd Platform or to make any modifications thereto or derivative works thereof. Customer agrees and acknowledges that Customer students and faculty shall be required to enter into a user agreement in order to use the CapEd Platform and that Customer students' and faculty's use of the CapEd Platform to receive and teach online and distance learning Programs shall be subject to such user agreement.

2.6 License of CapEd Intellectual Property. During the Agreement Period, CapEd hereby grants to Customer a nonexclusive, revocable, nontransferable (except as set forth in this Section 2.6), paid-up right and license to the CapEd Intellectual Property (excluding the CapEd Marks) that is embodied in any Program Course, Program Package or Program Framework for the purpose of delivering online and distance learning Programs to Customer students enrolled in such Programs. After the Term and for the period of time necessary for CapEd to fulfill its obligations pursuant to Section 4.4, CapEd hereby grants to Customer a nonexclusive, revocable, nontransferable (except as set forth in this Section 2.6), paid-up right and license to the CapEd Intellectual Property (excluding the CapEd Marks) that is embodied in any Program Course, Program Package or Program Framework for the purpose of delivering online and distance learning Programs to Continuing Students. Customer shall have the right to permit Customer students enrolled in, and Customer faculty teaching, Programs and Continuing Students to use the CapEd Intellectual Property embodied in any Program Course, Program Package or Program Framework solely for the purpose of receiving or teaching a Program in which such Customer student or Continuing Student is enrolled and such Customer faculty is teaching.

ARTICLE Ill.
Fees and Other Amounts Payable to CapEd

3.1 Fees Payable to CapEd. In consideration for the CapEd Services and resources to be provided by CapEd to Customer under this Agreement and the licenses of the CapEd Marks and CapEd

Platform provided for under Article 2 hereof, Customer shall pay to CapEd the following percentages of the Gross Program Receipts (as defined herein).

Year Percentage of Gross Program Receipts for

3.7 Audit Rights. With respect to fees payable to CapEd under this Agreement, Customer shall, upon reasonable prior notice, during the Term and for a period of two (2) years thereafter, make all Customer's relevant records reasonably available to CapEd and its auditors and other representatives at the place or places where such records are normally kept, for inspection during normal business hours. CapEd may request to inspect such records no more than twice in any twelve (12) month period. In the event that the results of any such audit or inspection support a final determination that Customer owes the requesting CapEd an amount in excess of Fifty Thousand Dollars ($50,000), Customer shall, within thirty (30) days of receipt of notice reimburse CapEd its reasonable out-of-pocket costs and expenses incurred in conducting such audit or inspection.

3.8 Accounting Matters. Customer shall account for Gross Program Receipts in accordance with United States generally accepted accounting principles, consistently applied. The Parties shall consult with each other from time to time concerning the proper accounting treatment of such items for financial accounting and regulatory purposes.

3.9 CapEd's Right to Fees and Expenses. CapEd shall be entitled to retain all fees and expenses paid to it under Sections 3.1, and 3.3 in all events, including in the event that an Educational Agency shall assert in the future that Customer is obligated to return any Gross Program Receipts or Customer returns or refunds of any funds included within Gross Program Receipts unless such obligation is the result of CapEd's fraud, gross negligence or willful misconduct.

3.10 Payment. Unless otherwise designated or permitted by CapEd in writing, payment of amounts due under this Agreement shall be sent to Capital Education, Accounts Receivable, 1650 Tysons Blvd., Suite 630, McLean, VA 22102.

ARTICLE IV.
Termination; Post-Termination Teach-Out Obligations

4.1 Term. The initial term of this Agreement shall commence on the first date Customer's student logs in to CapEd's Platform according to CapEd's records (the "Launch Date") and shall continue (subject to termination as set forth in Section 4.2) until June 30, 2020 (the "Initial Term") unless terminated earlier pursuant to Section 4.2. The Parties may renew this Agreement for up to four additional one-year periods (each one-year period is a "Renewal Term") by Customer informing CapEd of its intent to renew at least 120 days before expiration of the then-current Term. Upon receiving Customer's notice of intent to renew, CapEd shall launch recruiting and development efforts for the Renewal Term. The Initial Term and any Renewal Term are, collectively, the "Term").

4.2 Termination.

a. By Mutual Consent. The Parties may terminate this Agreement by mutual written consent at any time.

b. By CapEd. CapEd may terminate this Agreement by giving written notice to Customer at any time upon the occurrence of any of the following events:

i. Customer ceases to be duly licensed by the OSRHE to offer all or any material portion of the Programs;

ii. Customer has not become, or ceases to be, duly licensed by any State to offer all or any material portion of the Programs within one (1) year of the Effective Date and such failure to obtain licensure or loss of licensure has or is likely to have an adverse effect on student enrollment in the Programs;

iii. Customer ceases to be accredited by the HLC or such accreditation is so restricted as to limit the ability of Customer to offer all or any material portion of the Programs;

iv. Customer fails to obtain approval by the HLC to offer Programs online or receives approval that is so restricted as to limit the ability of Customer to offer a reasonable, as determined by CapEd, number of the Programs online;

v. Fewer than a total of forty (40) students register in any two (2) degree Programs within one (1) year of the Launch Date;

vi. HLC accreditation by Customer is subject to a sanction such as probation or show cause so as to reduce the marketability of Customer or the Programs;

vii. Customer is terminated or suspended from participation in the Title IV Programs or Customer's participation is so limited as to materially impair the ability of students enrolled in the Programs to secure financial assistance pursuant to such Title IV Programs; or

viii. Customer is determined by the USDOE not to be financially responsible pursuant to 34 C.F.R. § 668 Subpart L or administratively capable pursuant to 34 C.F.R. § 668.16 and Customer has not remedied such deficiency in a manner that allows Customer's participation in the Title IV Programs without limitations that:

A. materially impair the ability of the students enrolled in the Programs to secure financial assistance pursuant to such Title IV Programs;

B. materially impair the ability of Customer to enroll students in any Program; or

C. limit the numbers of students who can be enrolled in any Program.

c. Uncured Breach. Either Party may terminate this Agreement by giving written notice to the other Party if the other Party is in material breach of any representation, warranty, covenant or other provision of this Agreement and the other Party does not fully cure such breach within thirty (30) days of receipt of the written notice of such breach.

d. Insolvency. Either Party may terminate this Agreement by giving written notice to the other Party upon the occurrence of any of the following events:

i. the other Party:

A. applies for, or consents to the appointment of, a receiver, trustee, custodian, intervener, or liquidator of itself or of all or a substantial part of its assets;

B. files a voluntary petition in bankruptcy, admits in writing that it is unable to pay its debts as they become due, or generally fails to pay its debts as they become due;

C. makes a general assignment for the benefit of creditors;

D. files a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, or insolvency laws;

E. files an answer admitting the material allegations of, or consents to, or defaults in answering, a petition filed against it in any bankruptcy, reorganization or insolvency proceeding where such action or failure to act will result in a determination of bankruptcy or insolvency against it; or

F. takes any corporate action to authorize any of the foregoing.

ii . without a Party's approval or consent:

A. a proceeding is instituted in any court of competent jurisdiction or by or before any government or governmental agency of competent jurisdiction, seeking in respect of the other Party any of the following:

1 adjudication in bankruptcy, reorganization, dissolution, winding up, liquidation, a composition or arrangement with creditors, a readjustment of indebtedness the appointment of a trustee, receiver, liquidator, or the like of it or of all or any substantial part of its property or assets, or

2 other like relief in respect of it under any bankruptcy, reorganization, or insolvency law; and

B. if such proceeding is being contested by it in good faith, the same continues undismissed for a period of sixty (60) days.

e. Ongoing Obligations. In the event of termination of this Agreement pursuant to this Section 4.2, this Agreement shall forthwith become void and have no effect, without any liability

or obligation on the part of either Party under this Agreement, except as provided in Section 4.3.

4.3 Effect of Termination or Expiration.

a. Remaining Customer Payment Duty. This paragraph applies only if either this Agreement is terminated under Section 4.2 for any reason other than a breach either by CapEd described in Section 4.2(c) or CapEd becoming a party to a proceeding described in Section 4.2(d). Upon the Agreement's termination, Customer shall, in addition to its obligations under Article 3, pay to CapEd all expenses incurred in the one hundred eighty (180) days preceding the date that this Agreement is terminated by or on behalf of CapEd in providing the CapEd Services described in Sections l .2(b), (c) and (d). Customer must pay that amount within thirty (30) days of its receipt of a statement for (and summary of) those expenses. The payment obligation described in this paragraph is not exclusive of any other right or remedy that CapEd may have against Customer in the event that this Agreement is terminated pursuant to Section 4.2.

b. Other Remaining Agreement Duties. Upon the Agreement's expiration or termination:

i. neither Party shall have any further rights or obligations hereunder except:

A. those set forth in Sections 1.13 (Grant by Customer of Exclusive Right to Develop and Implement Programs Online), 4.3 (Effect of Termination), 4.4 (Post-Termination Obligations), 4.5 (Indemnification), 4.6 (Limitations of Liability), 4.7 (Indemnification Procedure), Article 5 (Confidentiality; Non-Solicitation), Sections 6.1 (Change in Applicable Law), 6.3 (Capitalized Terms; Construction), 6.5 (Independent Contractors), 6.7 (Notices), 6.8 (Assignment), 6.10 (Assertion of Claims), 6.11 (Dispute Resolution Procedure), 6.12 (Arbitration), 6.13 (Waiver of Jury Trial), 6.14 (Equitable Relief), 6.15 (Amendment and Waiver; Cumulative Effect), 6.16 (No Offset), 6.17 (Entire Agreement; No Third Party Beneficiaries), 6.18 (Severability) and 6.19 (Publicity);

B. those set forth in Article 3 (Fees and Other Amounts Payable to CapEd) to the extent they relate to amounts owing for periods through the expiration or termination of this Agreement; and

ii. each Party shall have all rights and obligations arising out of any breach of this Agreement prior to such expiration or termination.

4.4 Post-Termination Obligations. "Continuing Students" means Customer students enrolled in the Programs during the Term or within one hundred eighty (180) days after the expiration or termination date. In the event that the Term expires pursuant to Section 4.1 or this Agreement is terminated pursuant to Section 4.2:

a. CapEd will continue to provide the CapEd Services described in Sections 1.2(d), 1.2(e), l.2(f), 1.2(g), 1.2(h), 1.2(j) and l.2(k) to Customer for the benefit of Continuing Students

and faculty teaching the Programs. CapEd shall be permitted to recruit Candidates who have not matriculated into a Program for enrollment in one of its other customer's programs.

b. Customer shall:

i. continue to provide the Academic and Financial Aid Functions described in Section 1.8 to the Continuing Students; and

ii. compensate CapEd per the terms of Section 3.1 for each Continuing Student per applicable payment period, payable in full twenty (20) days after the first day of each applicable payment period; and

c. notwithstanding the preceding provisions of this Section 4.4, CapEd shall have no obligation to continue to perform the CapEd Services described in this Section 4.4 in the event that is not paid in full as described in this Section 4.4 by the twentieth (20th) day of each applicable payment period.

4.5 LIMITATION ON LIABILITY.

a. ECONOMIC DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY INDEMNIFIED PERSON FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST PROFITS, LOST SALES, BUSINESS INTERRUPTIONS, DELAY DAMAGES, DAMAGES FOR THIRD PARTY CLAIMS, OR LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. REASONABLENESS. NEITHER OCCASIONAL SHORT TERM INTERRUPTIONS OF SERVICE, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND CAPED'S REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST CAPED HEREUNDER.

4.6 Insurance Coverage.

a. Liability Coverage. CapEd will initiate and maintain during the Term commercial general liability insurance of not less than one million dollars ($1,000,000) for any single occurrence and three million dollars ($3,000,000) in the aggregate and error's and omissions' insurance (E&O) of not less than one million dollars ($1,000,000) for any single claim and three million dollars ($3,000,000) in the aggregate. All such insurance (excluding ELL and E&O insurance) will include Customer as an additional insured within thirty (30) days after the Effective Date. All such insurance that is written to cover claims incurred, discovered, manifested, or made during or after the Term shall be maintained for a period of two (2) years after the expiration or earlier termination of the Term.

b. Evidence of Insurance. CapEd will furnish a certificate of insurance evidencing such coverage to Customer within thirty (30) days after the Effective Date. CapEd will provide written notice to Customer of any cancellation or material adverse change to such insurance within five (5) business days of becoming aware of such circumstances.

c. Workers' Compensation Insurance. Each Party will obtain and maintain workers' compensation insurance for its respective employees working related to the Programs, as required by Applicable Law.

d. Cooperation. CapEd will comply with any information or reporting requirements required by Customer's insurer(s), to the extent reasonably practicable.

ARTICLE V.
Confidentiality; Non-Solicitation

5.1 Definitions. For the purposes of this Agreement, "Confidential Information" means any confidential or proprietary information about the business, organization, operations or plans of a disclosing Party or any of its Affiliates that is disclosed to another Party or its Affiliates or acquired in connection with the performance or receipt of services hereunder, including personal information, but does not include any information which is subject to disclosure under the Oklahoma Open Records Act. Confidential Information includes not only written or other tangible information, but also information transferred orally, visually, electronically or by any other means. Each Party disclosing Confidential Information to another Party in a tangible medium (e.g. paper or disk) will use commercially reasonable efforts to mark such medium as confidential and to identify Confidential Information that is disclosed orally at the time of disclosure. Notwithstanding the marking requirement for tangible information and the identification requirement for orally disclosed information, Confidential Information will also include information which due to its character or nature, reasonable people in a like position and under like circumstances would treat as confidential.

5.2 Nondisclosure.

a. Each Party agrees that, during the Term and for two (2) years after expiration or termination of this Agreement, as a receiving Party it will:

i. use at least the same degree of care to prevent unauthorized use and disclosure of such Confidential Information as that Party uses with respect to its own confidential information (but in no event less than a reasonable degree of care);

ii. use such Confidential Information only in performance of its obligations under this Agreement; and

iii. not disclose or grant access to such Confidential Information to any third party, without the express prior written consent of the disclosing Party.

5.3 Exceptions. Notwithstanding anything in this Agreement to the contrary, the following information shall not be deemed Confidential Information under this Agreement:

a. previously known to the receiving Party free of any obligation to keep it confidential;

b. which becomes generally available to the public through no wrongful act of the receiving Party;

c. that is rightfully received from a third party under no obligation of confidence to such third party; or

d. that is independently developed by the receiving Party without reference to information which has been disclosed pursuant to this Agreement and can be show by same.

5.4 Permitted Disclosure. If legally required to disclose Confidential Information of the other Party by judicial or governmental order or by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process in a judicial or governmental proceeding ("Required Disclosure"):

a. except as may otherwise be required by Applicable Law, nothing in this Agreement shall prohibit either Party from complying with a Required Disclosure; but

b. the disclosing Party shall:

i. give the other Party prompt notice of such Required Disclosure prior to disclosure;

ii . cooperate with the other Party, at the other Party's expense, in the event that it elects to contest such disclosure or seek a protective order with respect thereto; and

iii. in any event only disclose the exact Confidential Information, or portion thereof, specifically requested by the Required Disclosure.

5.5 Return. Neither Party will obtain ownership interests in any Confidential Information solely because it is provided to it by another Party hereunder. Unless specifically provided for in this Agreement, neither Party has a right to engage in any derivative uses of Confidential Information provided to it by the Party hereunder. Although the receiving Party must return to the disclosing Party, or at the disclosing Party's option, destroy (and certify in writing such return or destruction) any and all Confidential Information upon any termination of this Agreement or upon request of the disclosing Party:

a. a copy of Confidential Information may be retained by each Party in its electronic records in accordance with its established document retention policies and procedures; and

b. nothing contained in this Section 5.5 shall require the alteration, modification, deletion or destruction of back-up tapes, hard drives or other media created or saved in the ordinary course of either Party's business.

5.6 Non-Solicitation/Non-Hiring. This Section's requirements apply during the Agreement Period and for a period ending twelve (12) months after the expiration or termination of this Agreement, unless mutually agreed by the Parties in writing.

a. Applicable Personnel. During the Agreement Period and one year thereafter, each Party agrees not to directly or indirectly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any current or former employee of the other Party or its Affiliate who has been assigned to or worked under this Agreement.

b. Remedies. In the event of such unpermitted use or engagement by a Party or its Affiliate of such employee or former employee whether directly or indirectly, in contravention of the clause immediately above, the other Party, at its option, may seek:

i. receipt of a sum equivalent to one hundred percent (100%) of that employee's base starting annual salary with the new employer; or

ii. any legal or equitable relief against such actions, including, but not be limited to, the remedies set forth in Section 6.14.

c. Not Considered Solicitation. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a Party shall not be considered direct or indirect solicitation of an employee of the other Party. But such Party shall continue to be precluded from engaging or otherwise using a Party's employee or former employee as provided for in this Section 5.6.

Article VI.
Miscellaneous.

6.1 Change in Applicable Law.

a. Notice. If any change in Applicable Law enacted after the date hereof could reasonably be expected to have an adverse effect on the ability of either Party to carry out its obligations under this Agreement, such Party, upon written notice to the other Party may request renegotiation of this Agreement. That notice may be given at any time following enactment of such change in Applicable Law, whether or not such change is effective on the date of such enactment or is effective at a later date.

b. Renegotiation. Such renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within one hundred twenty (120) days after such notice of renegotiation, then this Agreement will be terminated effective at the end of Customer academic year in which such notice was given, unless earlier termination is necessary to protect the health, welfare, or safety of students.

c. Termination. CapEd may terminate this Agreement effective immediately upon written notice to Customer in the event that CapEd undergoes or is required to undergo a change that makes CapEd, as determined in its sole judgment, financially unviable.

6.2 Representations and Warranties of the Parties. Each Party represents and warrants to the other Party as of the date hereof, as follows:

a. such Party is duly organized and in good standing in its State of incorporation and each other State where such Party has campuses or conducts business and is required to qualify as a foreign corporation;

b. such Party is duly authorized by all requisite corporate action on the part of such Party and its officers and directors, and has full power and authority, to execute and perform its obligations under this Agreement;

c. this Agreement sets forth such Party's legal, valid and binding obligation enforceable against it in accordance with its terms except:

   i. as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally; and

   ii. that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought; and

d. the execution, delivery and performance by such Party of this Agreement, and the consummation by such Party of the transactions contemplated hereby will not:

   i. conflict with or constitute a default under any agreement, indenture or instrument to which such Party is a party;

   ii. conflict with or violate such Party's certificate or articles of incorporation or by laws; or

   iii. result in a violation of any order, judgment or decree of any court or governmental or regulatory authority having jurisdiction over such Party or any of its assets.

6.3 Capitalized Terms; Construction. The Parties acknowledge and agree that this Agreement is the result of extensive negotiations between the Parties and their respective counsel, and that this Agreement shall not be construed against either Party by virtue of its role or its counsel's role in the drafting hereof. As used herein, unless the context otherwise requires:

a. references to "Article," "Section," "Schedule" or "Exhibit" are to an article or section of this Agreement or to a schedule or exhibit attached hereto (and which shall be deemed to be a part hereof);

b. "include," "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import;

c. "hereof," "herein," "hereunder" and comparable terms refer to the entirety of this Agreement and not to any particular article, section or other subdivision hereof or attachment hereto;

d. references to an agreement or other instrument or law, statute or regulation are referred to as amended, supplemented, revised or modified from time to time (and, in the case of a

statute or regulation, to any successor provision) and all regulations, rulings and interpretations promulgated pursuant thereto;

e. the headings of the various articles, sections and other subdivisions hereof are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof;

f. defined terms in the singular include the plural and vice versa, and the masculine, feminine and neuter gender include all genders;

g. phrases such as "satisfactory to [a Party]," "in such manner as [a Party] may determine," "to [a Party's] satisfaction," "at [a Party's] election", and phrases of similar import authorize and permit the corresponding Party to approve, disapprove, act or decline to act in its sole discretion; and

h. the Agreement Period is the sole period to which this Agreement's rights and duties apply unless the Agreement specifies otherwise.

6.4 Force Majeure.

a. Disruptions. Either Party's obligations under this Agreement may be suspended by such Party in the event of:

i. an occurrence beyond the reasonable control of that Party which adversely affects the ability of the Party to perform its obligations hereunder or to comply with the requirements of any Applicable Law;

ii. acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, severe weather, fires, explosions, floods, acts of a public enemy, war, terrorist acts, blockades, insurrections, riots or civil disturbances, Internet disruptions or outages;

iii. labor disputes, strikes, work slowdowns or work stoppages; or

iv. orders and/or judgments of any court or Educational Agency.

b. Not Excused. Despite the preceding paragraph, no such suspension occurs:

i. with respect to the Parties' payment obligations under Article 3; or

ii. as a result of:

c.

A. willful, malfeasant or grossly negligent action of the Party relying thereon; or

B. failure to act in accordance with this Agreement (although the contesting in good faith by such Party of any such order and/or judgment shall not constitute or be construed to constitute a willful or negligent action or inaction of such Party).

c. Obligations. As soon as practical, the Party experiencing a force majeure event shall: (i) notify the other Party about the event, and (ii) resume performance of its obligations under this Agreement upon conclusion of the event.

6.5 Independent Contractors. The Parties are and shall continue to be independent contractors and nothing herein is intended to make any party a general or special agent, fiduciary, joint venturer or partner of the other for any purpose. Except as expressly authorized in writing, neither Party will:

a. make any express or implied agreement, warranty, guarantee or representation or incur any debt or obligation in the name of or on behalf of any other Party;

b. represent that their relationship is other than independent contractors; or

c. be obliged by or have any liability under any agreement or representation made by the other that has not been expressly authorized in writing.

6.6 [Intentionally Omitted]

6.7 Notices. Either Party may change the address to which notice to it, or copies thereof, shall be addressed, by giving notice thereof to the other Party hereto in conformity with the following. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given or made the third day after mailing, if sent by registered or certified mail, return receipt requested; upon delivery, if sent by hand delivery with written confirmation; when received, if sent by nationally recognized overnight carrier, with a record of receipt; or the first day after dispatch, if sent by facsimile (with written confirmation of delivery and a copy simultaneously sent by nationally recognized overnight courier), to the other Party at the following addresses:

a. if to CapEd to:

Capital Education LLC
1650 Tysons Boulevard, Suite 630
McLean, VA 22102
Facsimile: 703-991-8930
Attention: President

with a copy to:

Pansophic Learning US LLC
1650 Tysons Boulevard, Suite 600
McLean, VA 22102
Facsimile: 703-991-8930
Attention: General Counsel

b. if to Customer to:

President
Oklahoma Panhandle State University
P.O. Box 430
Goodwell, OK 73939

6.8 Assignment. Except as otherwise provided in this Agreement, neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party. Except as prohibited by Applicable Law, CapEd may assign all of its rights and obligations under this Agreement to any Affiliate. CapEd may delegate the performance of its duties hereunder to any person or entity but CapEd shall be responsible for the performance, in accordance with the terms of this Agreement, of any services performed by its delegatees.

6.9 [Intentionally Omitted]

6.10 Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the account manager of the other Party. If the dispute is not resolved after ten (10) calendar days from the receipt of such written notice, then the Parties shall escalate the matter to the Provost of Customer and the Chief Operating Officer of CapEd. If the dispute is not resolved after five (5) days thereafter, then the Parties shall escalate the effort to resolve to the President of Customer and the President of CapEd who shall have five (5) days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following:

a. the Parties mutually agree in writing to discontinue the dispute resolution procedures herein; and

b. the relevant dispute is not resolved within the time periods provided herein.

6.12 Equitable Relief. Each Party understands and agree that the covenants set out under this Section are necessary for the protection of the other Party's legitimate business interests and are reasonable in scope and content.

a. Irreparable Injury. Each Party understands and agrees that the breach or threatened breach of any of the covenants contained in Article 2 with respect to the Intellectual Property or the nondisclosure and/or non-solicitation covenants contained in Article 5 would give rise to irreparable injury to the other Party, which injury would be inadequately compensable in money damages. Accordingly, each Party may seek and obtain a restraining order and/or injunction prohibiting the breach or threatened breach of any provision, requirement or covenant of this Agreement, without the requirement of posting a bond, in addition to and not in limitation of any other legal remedies which may be available.

6.13 Amendment and Waiver: Cumulative Effect.

a. Basis. Upon the agreement of the Parties hereto, this Agreement may be amended in any respect, and either Party, as to such Party, may:

i. extend the time for the performance of any of the obligations of the other Party;

ii. waive any inaccuracies in representations by the other Party;

iii. waive compliance by the other Party with any of the agreements contained herein and performance of any obligations by such other Party; and

iv. waive the fulfillment of any condition that is precedent to the performance by such Party of any of its obligations under this Agreement.

b. Mode. To be effective, any such amendment or waiver must be in writing and be signed by the Party against whom enforcement of the same is sought.

c. No Waiver. A Party does not waive its right to exercise any right, power or remedy under this Agreement where otherwise available in respect hereof at law or in equity or to demand such compliance upon:

i. its failure to:
   A. exercise that right, power or remedy; or
   B. insist upon compliance by the other Party with its obligations hereunder; or
ii. any custom or practice of the Parties at variance with the terms hereof.

d. Available Remedies. The rights and remedies of the Parties hereto are cumulative and not exclusive of the rights and remedies that they otherwise might have now or hereafter, at law, in equity, by statute or otherwise.

6.14 No Offset. Customer agrees not to offset any obligation to make payments to CapEd under Article 3 from or against any obligation of CapEd or its Affiliates to Customer.

6.17 Entire Agreement; No Third Party Beneficiaries. This Agreement and all exhibits and schedules attached hereto sets forth all of the promises, covenants, agreements, conditions and undertakings of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written. This Agreement is not intended to confer any rights or remedies hereunder upon any person other than the Parties.

6.18 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

6.19 Publicity. Neither Party may issue a press release or make any other public communication concerning this Agreement or the relationship of the Parties contemplated by this Agreement without the prior written consent of the other Party. Each Party shall have the right to review all such press releases and other communications proposed by the other Party in advance and the opportunity to provide comments thereon. Notwithstanding the preceding sentences, CapEd may use Customer's name and program references in a listing of new, representative or continuing

institutions of higher education in press releases, on its website, or in other marketing materials or dissemination of information.

6.20 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original but both of which together shall be deemed to be one and the same instrument. Each Party may rely on facsimile signature pages as if such facsimile pages were originals.

IN WITNESS WHEREOF, the parties below have caused this Services Agreement to be executed by their duly authorized officers, as of the date first written above.

Oklahoma Panhandle State University

By: _____

Name: _____

Title: _____

Capital Education LLC

By: _____

Name: _____

Title: _____

Schedules

Schedule 1.3	Programs
Schedule 2.1 (a)	CapEd Marks
Schedule 2.l (f)	Customer Marks

SCHEDULE l.3
PROGRAMS

[To be provided]

PROGRAMS DURING THE INITIAL TERM

FUTURE PROGRAMS

PROGRAMS TO BE DETERMINED

SCHEDULE 2.l(a)
CAPED MARKS

CAPITAL EDUCATION
Online Excellence in Higher Education

SCHEDULE 2.1(e)

CUSTOMER MARKS

[To be provided]

OKLAHOMA PANHANDLE STATE UNIVERSITY
INSTITUTION

SUMMARY OF OUT-OF-STATE TRAVEL AS OF Jun-19
MONTH

FUND SOURCE	FY19 TRAVEL THIS MONTH NUMBER OF TRIPS	FY19 TRAVEL THIS MONTH AMOUNT EXPENDED	FY18 CORRESPONDING MONTH NUMBER OF TRIPS	FY18 CORRESPONDING MONTH AMOUNT EXPENDED	FY19 TRAVEL THIS YEAR NUMBER OF TRIPS	FY19 TRAVEL THIS YEAR AMOUNT EXPENDED	FY18 CORRESPONDING YEAR NUMBER OF TRIPS	FY18 CORRESPONDING YEAR AMOUNT EXPENDED
REVOLVING								
ST APPRO	10	$ 4,784.20	7	$3,800.29	97	$ 35,328.40	64	$ 21,032.14
FEDERAL					2	$ 993.61		
PRIVATE								
AUXILIARY	1	893.20	3	$1,948.30	75	30,563.99	48	$ 16,517.75
OTHER								
TOTAL	11	$ 5,677.40	10	$5,748.59	174	$ 66,886.00	112	$ 37,549.89

OKLAHOMA PANHANDLE STATE UNIVERSITY
INSTITUTION

SUMMARY OF OUT-OF-STATE TRAVEL AS OF Jul-19
MONTH

FUND SOURCE	FY20 TRAVEL THIS MONTH NUMBER OF TRIPS	FY20 TRAVEL THIS MONTH AMOUNT EXPENDED	FY19 CORRESPONDING MONTH NUMBER OF TRIPS	FY19 CORRESPONDING MONTH AMOUNT EXPENDED	FY20 TRAVEL THIS YEAR NUMBER OF TRIPS	FY20 TRAVEL THIS YEAR AMOUNT EXPENDED	FY19 CORRESPONDING YEAR NUMBER OF TRIPS	FY19 CORRESPONDING YEAR AMOUNT EXPENDED
REVOLVING								
ST APPRO	6	$ 2,196.38	6	$2,697.78	6	$ 2,196.38	6	$2,697.78
FEDERAL								
PRIVATE								
AUXILIARY	5	2,372.28	9	$4,226.56	5	2,372.28	9	$4,226.56
OTHER								
TOTAL	11	$ 4,568.66	15	$6,924.34	11	$ 4,568.66	15	$ 6,924.34

OKLAHOMA PANHANDLE STATE UNIVERSITY
INSTITUTION

SUMMARY OF OUT-OF-STATE TRAVEL AS OF Aug-19
MONTH

FUND SOURCE	FY20 TRAVEL THIS MONTH NUMBER OF TRIPS	FY20 TRAVEL THIS MONTH AMOUNT EXPENDED	FY19 CORRESPONDING MONTH NUMBER OF TRIPS	FY19 CORRESPONDING MONTH AMOUNT EXPENDED	FY20 TRAVEL THIS YEAR NUMBER OF TRIPS	FY20 TRAVEL THIS YEAR AMOUNT EXPENDED	FY19 CORRESPONDING YEAR NUMBER OF TRIPS	FY19 CORRESPONDING YEAR AMOUNT EXPENDED
REVOLVING								
ST APPRO	12	$ 3,905.45	2	$ 1,319.79	18	$ 6,101.83	8	$ 4,017.57
FEDERAL			1	$ 475.00			1	$ 475.00
PRIVATE								
AUXILIARY	3	$ 1,241.77	0	$ -	8	$ 3,614.05	9	$ 4,226.56
OTHER								
TOTAL	15	$ 5,147.22	3	$ 1,794.79	26	$ 9,715.88	18	$ 8,719.13

THE OKLAHOMA STATE SYSTEM OF HIGHER EDUCATION

FTE Employee Report (1)

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

From: Oklahoma Panhandle State University (Institution) — Dr. Timothy Faltyn (President)

Subject: FTE Employee Report for Fiscal Quarter Ending 6/30/2019 (Month Day Year)

The following information is provided pursuant to 74 O.S. 12981, Section 3602 (2)

	Educational & General Budget Part I			Educational & General Budget Part II			Agency Accounts			Sub-Total			Total FTE
	Faculty	Other		Faculty	Other		Faculty	Other		Faculty	Other		
		Regular	Student		Regular	Student		Regular	Student		Regular	Student	
A. FTE Employees for Reported Fiscal Quarter	44	77	15	3	2	1	0	8	8	47	87	24	158
B. FTE Employees for Fiscal Quarter Immediately Preceeding Reported Quarter (3)	54	82	17	1	1	1	0	8	12	55	91	30	176
C. Increase or Decrease in FTE Employees (Item A minus Item B)	-10	-5	-2	2	1	0	0	0	-4	-8	-4	-6	-18
D. Comparable Quarter Last Year	48	74	18	2	1	2	0	10	11	50	85	31	166

1. File with the 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 fulll-time employee or any number of part-time 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 519 hours (173 hours per month multiplied by three months) the total pay-roll house (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.

Comments by Chairman Tucker Link Regarding Boone Pickens

Regent Link asked for those present to indulge him in some comments, as it has been a tough week for Oklahoma State University (OSU). A great alumnus, T. Boone Pickens, recently passed away. He feels it appropriate to remember the remarkable life of Mr. Pickens. He said Mr. Pickens' eternal optimism, kindness, and competitiveness inspired people to always reach higher. He never forgot his roots, and his love of OSU was incalculable. The University and the Board will be forever thankful to Boone Pickens for his big ideas, bold vision, and unshakable spirit. Regent Link said that Mr. Pickens was a great inspiration to him personally, and has done incredible things for OSU. He said Mr. Pickens was always a man of numbers, measuring and tracking what had been done, but he can assure that the benefits of Mr. Pickens' contributions, time, and efforts are impossible to measure fairly and equitably. He asked if anyone else would like to offer comments in Mr. Pickens' memory.

Regent Anthony said someone coined the term "Ultimate Cowboy" to describe Mr. Pickens, and that is a very fitting moniker that suits him well. Regent Anthony said he holds fond memories of Mr. Pickens, and amongst all of his many benefits to OSU he was also a kind gentleman and an excellent quail hunter.

Regent Burns said Mr. Pickens will be missed dearly.

III. CONNORS STATE COLLEGE, WARNER, OKLAHOMA

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

President Ramming highlighted the information items listed under Section A of the CSC agenda. He noted that an article in the *Connection* highlighted Dr. Janet Wansick's nomination as a 2019 Top 50 Women by the *Journal Record*. He said that is a huge honor and congratulated her on this honor. Those in attendance of the meeting recognized Dr. Wansick with applause.

Referencing the CSC Profile, President Ramming said an area of concern for the College is the number of part-time students compared to the number of full-time students. It is known statistically that part-time students are less likely to complete their educational goal than full-time students, and the administration feels strongly that the part-time enrollment number was inadvertently increased when the price of attending the College was raised because of State appropriation decreases. Every time the costs increase, the gate is closed for someone to get an education.

B-1 Memorial Resolution for Dr. Frank C. Borovetz, Jr.

Regent Anthony moved and Regent Davis seconded to adopt the Memorial Resolution for Dr. Borovetz, Jr., as presented in the CSC Agenda.

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

D-1 Personnel actions for approval

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

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

E-1 Academic Program Review Reports

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

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

H-1 Clinical affiliation agreement for fiscal year 2020 with Fresenius

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

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

The business of Connors State College being concluded, President Ramming and members of the administration were excused from the meeting.

Connors State College

Warner, Oklahoma

Agenda for the Regular Meeting of the Board of Regents for OSU and the A&M Colleges

September 13, 2019

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 Chief Procurement 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. Remarks by President Ramming
2. Preliminary Fall Enrollment Update *(Reference Document #1)*
3. CSC Connection Publication
4. CSC Profile *(Reference Document #2)*

B - RESOLUTIONS

1. Memorial Resolution for Dr. Frank C. Borovetz, Jr. *(Reference Document #3)*

C - POLICY AND OPERATIONAL PROCEDURES

None

D - PERSONNEL ACTIONS

1. Board approval is requested for the following personnel actions:

Name	Action	Effective Date	Salary/Rate
Sheri Todd	Employ as Nursing Instructor	05/21/2019	$50,803 annually (10-month contract)
Bryan Howard	Employ as Head Softball Coach	07/19/2019	$30,601 annually (10-month contract)
Clint Maxcey	Employ as Cheer/Dance Coach	08/01/2019	$ 8,080 annually (9-month contract)

Bart Howell	Employ as Director of Human Resources	08/01/2019	$64,000 annually (12-month contract)
Kim Greigtardiff	Employ as Nursing Instructor	08/01/2019	$41,722 annually (10-month contract)
Andrew Gaber	Employ as Political Science Instructor	08/01/2019	$37,875 annually (9-month contract)
John Norwood	Employ as Registrar	09/01/2019	$42,750 annually (12-month contract)

2. The following personnel items are listed for informational purposes only:

Name	Title	Type	Effective Date	Service Time
Karen Seabolt	Controller	Resignation	06/24/2019	7 years
Bart Howell	HR Director	Resignation	08/12/2019	6 days

E - INSTRUCTIONAL PROGRAMS

1. Academic Program Review Reports for the following programs:
   a. Ag Equine *(Reference Document #4)*
   b. Business Administration *(Reference Document #5)*

F - BUDGETARY ACTIONS

None

G - OTHER BUSINESS AND FINANCIAL MATTERS

H - CONTRACTUAL AGREEMENTS (other than construction and renovation)

1. Clinical affiliation agreement for fiscal year 2020 with Fresenius *(Reference Document #6)*

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

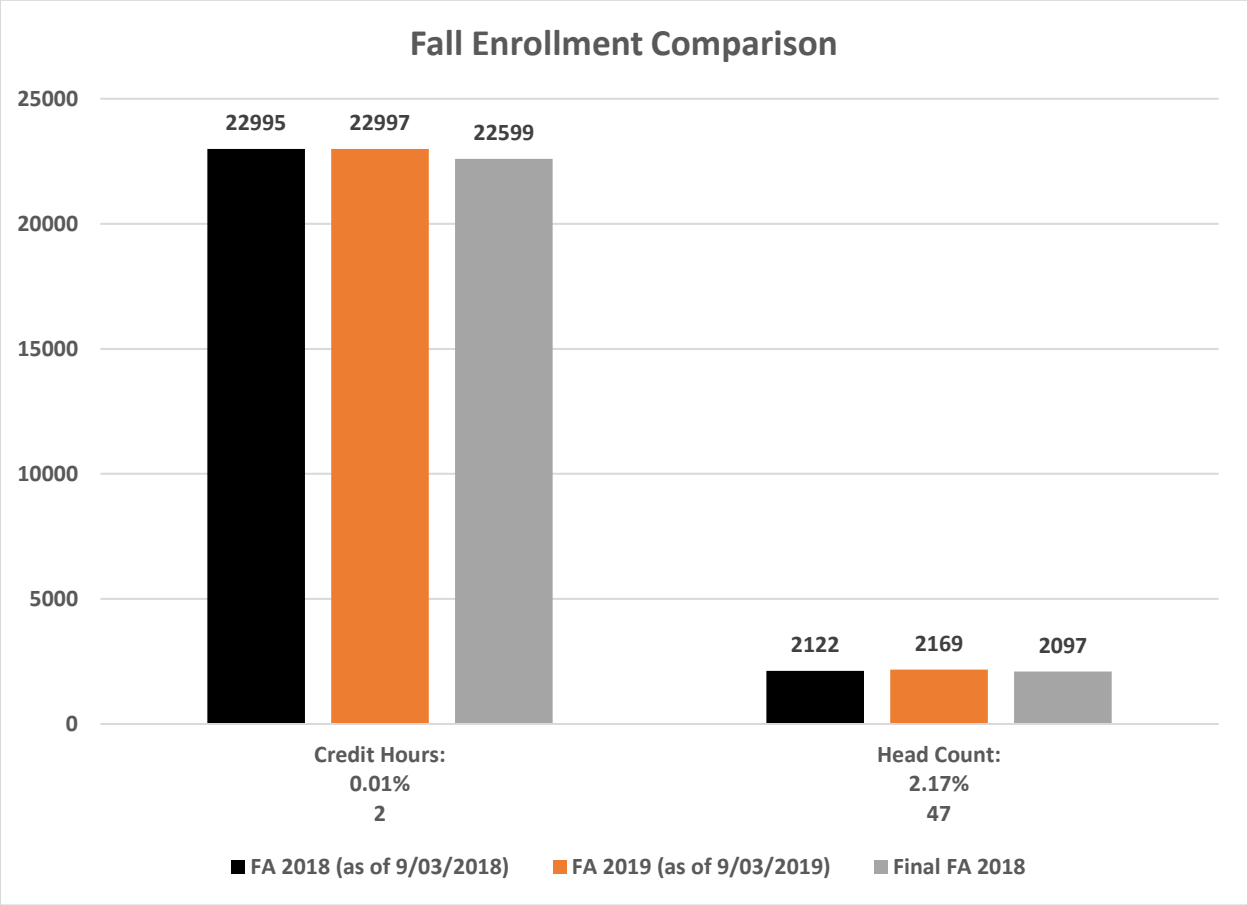
M - OTHER INFORMATIONAL MATTERS NOT REQUIRING ACTION OF THE BOARD

1. Out-of-state travel summaries for the months of June and July
   (Reference Document #7)
2. Fiscal year 2019 Fourth Quarter F.T.E. Report
   (Reference Document #8)

Respectfully submitted,

Dr. Ronald S. Ramming
President

Fall 2019 Preliminary Enrollment Data
September 3, 2019



CONNORS STATE COLLEGE

CAMPUS PROFILE

ACADEMIC YEAR 2018-2019

2,743 TOTAL STUDENTS

FOUNDED IN 1908, WITH CAMPUSES IN MUSKOGEE AND WARNER, CONNORS STATE COLLEGE IS GOVERNED BY THE OKLAHOMA A&M BOARD OF REGENTS WITH THE MISSION OF BUILDING FUTURES ONE AT A TIME AS WE PROMOTE EXCELLENCE IN OUR COMMUNITY AND THE GLOBAL SOCIETY.

ETHNICITY

AMERICAN INDIAN	33.61%
ASIAN	0.8%
BLACK	9.66%
HISPANIC	0.0%
HAWAIIAN/PAC ISLANDER	0.26%
TOTAL MINORITY	44.33%
CAUCASIAN	55.67%

NOTE: THE TOTAL ETHNIC COUNT MAY NOT EQUAL TOTAL STUDENTS AS INDIVIDUALS MAY SELECT MULTIPLE OR NO ETHNICITIES.

GENDER: 67% | 33%

54% FIRST GENERATION COLLEGE STUDENTS

101 JUNIORS

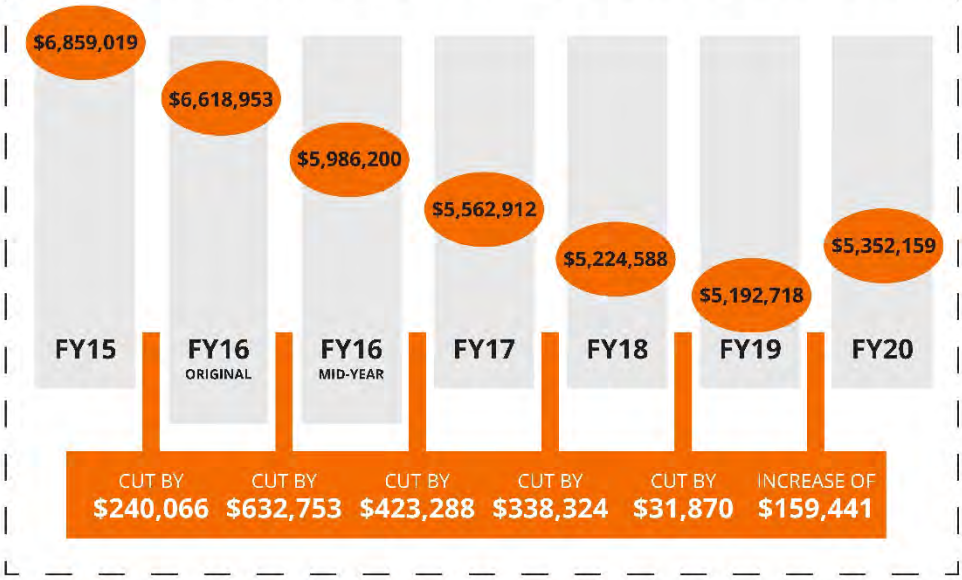
CONCURRENT ENROLLMENT

247 SENIORS

TOP 5 MAJORS

RANK	PROGRAM	FY 18-19	%
#1	GENERAL EDUCATION AA	1211	44.2%
#2	PRE-NURSING AS	423	15.4%
#3	BUSINESS ADMINISTRATON AS	261	9.5%
#4	AGRICULTURE AS	176	6.4%
#5	NURSING AAS	165	6.0%

STATE APPROPRIATIONS



CREDIT HOUR IMPACT

FY17 51,513 *Credit Hours*

FY18 51,541 *Credit Hours*

FY19 46,281 *Credit Hours*

STUDENT IMPACT

- REDUCED STUDENT SCHOLARSHIPS AND TUITION WAIVERS
- REDUCED TUTORING SERVICES FOR STUDENTS
- REDUCED LIBRARY ACCESS FOR STUDENTS
- REDUCED NUMBER OF COURSE SECTIONS OFFERED FOR STUDENTS
- INCREASED CLASS SIZES, RESULTING IN LESS INDIVIDUAL STUDENT SUPPORT

TUITION & MANDATORY FEES

INCREASE* / OFFSET

FY20 0.7% | FY19 4.0% | FY18 6.5% | FY17 8.75%

ANNUAL SCHOLARSHIPS

$1,892,904 TOTAL INSTITUTIONAL SCHOLARSHIPS

$504,999 OKLAHOMA PROMISE

$281,748 WORK STUDY

MEMORIAL RESOLUTION

WHEREAS, it has been called to the attention of the Board of Regents for Connors State College and the Agricultural and Mechanical Colleges that Dr. Frank C. Borovetz, Jr., former Connors State administrator passed away on June 2, 2019; and

WHEREAS, Dr. Borovetz, by his loyalty, attention to duty, and faithful performance rendered service as Vice President for Fiscal Services at Connors from 1990 until 2001, and as a citizen worthy of commemoration and respect; and

WHEREAS, his friends and Connors State College deeply feel the loss in his passing:

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

THAT it takes this method to express its appreciation for the years of useful service rendered by Dr. Borovetz 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 of Regents and every member thereof respectfully join the friends of the deceased in mourning the passing of one of Connor's State College's administrators.

BE IT FURTHER RESOLVED, that a copy of this resolution be reflected in the minutes of the Board of Regents and a copy sent to the family of Dr. Borovetz.

Adopted by the Board the thirteenth day of September 2019.

Dr. Ronald Ramming President Connors State College	L. Tucker Link Chair Oklahoma A&M Board of Regents

Program Review Summary
3.7 Academic Program Review
081 AGRICULTURE EQUINE TECHNOLOGY-CERT.

Based on the thorough internal or external program review addressing all criteria in policy, a comprehensive report should be possible within ten or fewer pages. This program review template is provided to assist institutions in compiling the program review information, which is to be presented to the institutional governing board prior to submission to the State Regents. Executive Summaries should be possible within two pages using the provided template (Program Review Executive Summary Template).

Description of the program's connection to the institutional mission and goals:

Connors State College utilizes the highest standards in its commitment to provide affordable, innovative, life-long learning opportunities that enable students to succeed in a global society. We accomplish our mission by exemplifying the functions of a two-year or community college in Oklahoma as defined by the Oklahoma State Regents for Higher Education (OSRHE). These functions include:

- Provide general education for all students.
- Provide education in several basic fields of study for those students who plan to transfer to a university and complete a baccalaureate degree.
- Provide one-and two-year programs of technical and occupational education to prepare individuals to enter the labor market.
- Provide programs of remedial and developmental education for those whose previous education may not have prepared them for college.
- Provide both formal and informal programs of study especially designed for adults and out-of-school youth in order to serve the community generally with a continuing education opportunity.
- Carry out programs of institutional research designed to improve the institutions' efficiency and effectiveness of operation.
- Participate in programs of economic development independently or with universities to meet the needs of each institution's geographic service area.

3.7.5 Process (Internal/External Review):
Previous Reviews and Actions from those reviews:

Analysis and Assessment (including quantitative and qualitative measures) noting key findings from internal or external reviews and including developments since the last review:

Some courses have been updated with new titles and numbers to reflect changes in credit hours. This was completed in part to allow students the opportunity to earn a degree within the scope of the degree plan without excessive hours. Six hour credit courses were reduced to five credits while maintaining the lab time for student practicum. As new courses have been added, others have been eliminated.

This certificate program fell by the wayside and even though there were students who were qualified, the certificate has not been awarded since 2009. This program review and subsequent updates is necessary for the program to resume.

A. Centrality of the Program to the Institution's Mission:

The Ag Equine Technology Certificate is central to the mission of Connors State College in several ways. Connors has always had a strong emphasis on Agriculture programs. The state of Oklahoma is considered an agriculture and horse state with many breeders in the region. This certificate provides students with skills that are foundational to the horse training industry.

B. Vitality of the Program:

B.1.Program Objectives and Goals:

The Equine Technology courses provide a foundation for the knowledge of how to successfully begin to work in the horse industry, and learn to apply training methods that will be beneficial to future employers. The program is offered to educate students to a level of competence and proficiency that will enable them to advance themselves in a specialized area of the industry after graduation. The application of principles and standards is encouraged through lab classes with hands on experience, theory classes, interaction with the public, and involvement with equine activities. This program is designed to specifically meet the needs of students wanting to be employed in the equine industry, which desire a foundation of knowledge and experience that will allow them to meet the needs of potential employers.

Program Objectives

1. Students will successfully complete the Equine Technology program.
2. Students will demonstrate the ability to:
    a. Apply the basic foundations of horse training.
    b. Develop a level of competency in western equitation and then match their skill level with an unbroken two-year old.
    c. Begin to specialize in an area of the horse industry.
    d. Manage the daily duties that come with working in the horse industry.
    e. Identify practical health and safety aspects of the horse.
    f. Develop the students' communication skills to correctly talk with horse owners and professionals in the industry.
    g. Develop properly functioning citizenship abilities.
    h. Think critically.
    i. Think globally.

B.2 Quality Indicators (including Higher Learning Commission issues):

There were no issues at the last review that we are currently aware.

B.3. Minimum Productivity Indicators:

Time Frame (e.g.: 5 year span)	Head Count	Graduates
2013-2014	25	7
2014-2015	26	3
2015-2016	4	0*
2016-2017	14	0*
2017-2018	23	0*
2018-2019	24	0* *See information below

B.4. Other Quantitative Measures:

a. Number of courses taught exclusively for the major program for each of the last five years and the size of classes:

See also List Attached for individual years.

AGEQ Classes from 201340 thru 201820

Course	# Classes	Avg Class Size	Total Hrs Generated
AGEQ1113 Count	5	18	267
AGEQ1123 Count	6	10	180
AGEQ1225 Count	5	13	320
AGEQ1235 Count	5	8	195
AGEQ2123 Count	5	11	162
AGEQ2133 Count	6	9	165
AGEQ2225 Count	5	7	165
AGEQ2235 Count	6	5	140
AGEQ2412 Count	3	26	154
AGEQ2422 Count	5	17	172
Total Courses	51		1920

b. Student credit hours by level generated in all major courses that make up the degree program for five years:

Students in the Equine program from 2013 to 2018 enrolled in 2198 AGEQ credit hours and 12,364 total credit hours at Connors State College.

c. Direct instructional costs for the program for the review period:

EQUINE TECHNOLOGY (130120-2000: Teaching Faculty Regular Session) SALARIES

NAME	POSITION TITLE(S)	ANNUAL SALARY	
Jacob G. Lawson	Director of Equine Program Head Rodeo Coach	$44,775.87	(P101069)
Jake Walker	Equine Instructor Assistant Rodeo Coach	$41,530.75	(P101226)

d. The number of credits and credit hours generated in the program that support the general education component and other major programs including certificates:

From 2013 to 2018, students in the Agriculture Equine program enrolled in 10,166 general education hours at Connors State College including other programs.

e. A roster of faculty members, faculty credentials and faculty credential institution(s). Also include the number of full time equivalent faculty in the specialized courses within the curriculum:

Faculty	Credential	Institution that granted degree
Mrs. Debra Golden	M.S. Agriculture Education B. S. Agriculture Education	Oklahoma State University Oklahoma State University
Mr. Jake Lawson	A.S. Agriculture Equine B.A. Business Administration M.A. College Education	Connors State College Northeastern St. University Northeastern St. University
Mr. Jake Walker	A.S. Agriculture B.S. Agriculture Education M.S. Public School Administration	Connors State College Oklahoma State University East Central University

f. If available, information about employment or advanced studies of graduates of the program over the past five years:

These students would have all qualified for the Equine Certificate if it had been awarded:

Levi Price Graduated in 2014- working successfully since in the cutting horse industry.
Dusty Lawson graduated in 2016-currently working in the equine industry starting unbroke colts.
Taylor Parsley graduated in 2016- currently working in Livestock transportation.
Cody Mathis graduated in 2016- currently working in the custom hay business.
Clint Tolle graduated in 2017-currently farming and running wheat pasture cattle.
Mikayla Standridge should have completed the certificate in 2017, currently working in Minnesota in the cutting horse Industry.
Ryder Gann graduated in 2018-currently working in equine industry starting colts and livestock merchandising.

g. If available, information about the success of students from this program who have transferred to another institution:

These students would have all qualified for the Equine Certificate if it had been awarded:

Bailey Lockhart graduated 2019- Interning at Oklahoma Cattleman- Transferred to OSU in Pre-Veterinary Studies.
Samantha Taylor graduated in 2013-completed BS from OSU in Ag Leadership.
Taylor Phillips graduated 2014-completed BS from Oklahoma State in Ag
Michael Edgemon graduated in 2014-completed a BS from NWOSU in Ag
Kasey Wagnon graduated 2015-completed BS from Oklahoma State in Ag
Meagan Townsend graduated in 2015-currently serving in the US Airforce
Zoey Carter graduated 2018 transfer to Oklahoma State in Ag
Chisolm Daily graduated in 2019 transfer to Oklahoma State in Ag
Sierra Rosson graduated in 2019 transfer to Oklahoma State in Ag

B.5. Duplication and Demand:

In cases where program titles imply duplication, programs should be carefully compared to determine the extent of the duplication and the extent to which that duplication is unnecessary. An assessment of the demand for a program takes into account the aspirations and expectations of students, faculty, administration, and the various publics served by the program. Demand reflects the desire of people for what the program has to offer and the needs of individuals and society to be served by the program.

B.5. Duplication and Demand Issues:

Address Duplication:

There are no other A.S. Agriculture Equine programs in the state or region. The closest B.S. program in Equine studies is in Murray, KY.

Address Demand:

Although fluid, the demand for Equine majors remains steady after the five year survey. Most students, at this point, earn their A.S. and transfer on to acquire their B.S. in other agriculture fields. There is not a close university with a B.S. program. Most graduates are finding employment with breeders or working as entrepreneurs in order to work only in the equine industry. Others have found employment in the animal science industry, or related ag fields. Connors graduates are transferring to a variety of universities including Oklahoma State University. Upon graduation they are finding ready employment and/or pursuing advanced degrees in their fields.

B.5.a. Detail demand from students, taking into account the profiles of applicants, enrollment, completion data, and occupational data:

The program demand remains steady between 23 to 26 majors each year.

B.5.b. Detail demand for students produced by the program, taking into account employer demands, demands for skills of graduates, and job placement data:

Expect approximately 53,500 qualified graduates to be available each year. About 55 percent of the total, 29,300 are expected to earn degrees from colleges of agriculture and life sciences, forestry and natural resources, and veterinary medicine. The other 45 percent, an estimated 24,200 graduates, will come from allied disciplines including biological sciences, engineering, health sciences, business, and communication.

The U.S. Department of Labor projects significant growth in selected food, renewable energy, and environment jobs during 2008–18 in the *Monthly Labor Review*.

Occupation – Percent Increase
Agricultural Inspectors – 12.8
Animal Scientists – 13.2 (including Equine)
Environmental Scientists and Specialists, including Health – 27.9
Food Scientists and Technologists – 16.3
Natural Sciences Managers – 15.5
Pest Control Workers – 15.3
Sales Managers – 14.9

Soil and Plant Scientists – 15.5
Veterinarians – 33.0

Projected growth in these occupations is in tune with our nation's shift toward creating new businesses and jobs in local and regional food systems, capitalizing on climate change opportunities, developing renewable energy, and restoring and sustaining natural resources.

B.5.c. Detail demand for services or intellectual property of the program, including demands in the form of grants, contracts, or consulting:

Not Applicable.

B.5.d. Detail indirect demands in the form of faculty and student contributions to the cultural life and well-being of the community:

- Faculty members serve on a wide variety of committees and groups including the following: Superintendent of Horticulture Tulsa State Fair; Judge for state and national FFA proficiencies; Judges for local, district and state FFA speech contests; Set up State CDE contests; American Quarter Horse Association; Cookson Hills Electric Cooperative; National FFA Alumni;
- Program hosts a rodeo and horse show, and fantasy rodeo for the community and extended area.
- The program hosts the following activities for FFA and 4-H in multiple states- Aggie Day Interscholastics; Muskogee P.I. Group State Qualifying Greenhand Written Contest (125); Cattle Grading Evaluation Contest (200); aggie club roundup.
- Additionally, the program facilities are utilized to host three livestock grooming camps and two livestock judging camps and 4H day camps; a state wide livestock judging competition; and a cattle livestock show.
- The program has students work at the following events: Western Heritage Days hosting the Oklahoma School for the Blind; Oklahoma State FFA Convention;

Clubs in the division provide service to the community by planting flower beds; planting trees; hosting campus events; recreational events; educational seminars and round tables; hosting campus speakers.

B.5.e. The process of program review should address meeting demands for the program through alternative forms of delivery. Detail how the program has met these demands:

This program is hands-on including riding labs with live horses. An alternative form of delivery is not available at this time. The courses that do not include a lab are not partially presented through the online Blackboard delivery system.

B.6. Effective Use of Resources:

Resources include financial support, (state funds, grants and contracts, private funds, student financial aid); library collections; facilities including laboratory and computer equipment; support services, appropriate use of technology in the instructional design and delivery processes, and the human resources of faculty and staff.

Facilities:
Facility improvements that impacted the Equine Program include the following:

- Installing and renovating an agriculture classroom with updated multimedia equipment including document camera, smart board and projector.
- Moving and totally renovating the equine building/classroom/offices with updated multimedia equipment, new furniture in classroom and offices.
- Automatic watering system was installed for the rodeo livestock
- Additional pasture fencing was added/repaired for rodeo livestock.
- An additional barn for the equine barn was built.
- Completed the build/add (2) 12X24 sheds for rodeo stock.

*Low Producing Program Reviews follow a different format and template.

Institutional Program Recommendations: (describe detailed recommendations for the program as a result of this thorough review and how these recommendations will be implemented, as well as the timeline for key elements)

Recommendations	Implementation Plan	Target Date
Re-implement the certification program for Equine Students.	Update the course list. Submit the program review. Notify registrar of candidates: Spring 2019 candidates: Chisholm Daily A20024626 Bryton Edmundson 20101371 Kortney Lane A20137690 Bailey Lockhart A20073751 Maci Parnell A20083914 Bobby Pilkerton A11789974 Sierra Rosson A20119463 Shelton Shively A20095537	December 2019

Summary of Recommendations:

	Department	School/College	Institutional

Rev. 10/2011

Possible Recommendations:	The number of students in the equine program remains stable and graduates remain steady. The program should be continued. Our courses allow our students to be successful working toward an A.S. degree and when transferring to a four year university.		

Strengths

- Program is heavily involved with the equine industry and the community.
- Program is the only one of its' kind in the region and in the state.
- Instructors have many years of experience and ties to the industry.
- Program supports the CSC Rodeo team which is the largest team on the campus.
- Program heavily supports regional breeders.

Weaknesses:

- Certificate program fell by the wayside in 2009 and were not awarded during the 2009-2018 period.
- Equine program cannot be taught through alternate delivery service.
- New students in the program are only eligible to start in the fall semester since the four riding labs are sequential.

Department/

Program Head_____ Date_____06/18/2019_____

(Signature)

VPAA_____Janet Wansick_____ Date_____06/19/2019_____

(Signature)

Rev. 10/2011

Program Review Executive Summary- BUSINESS ADMIN

Based on the thorough program review addressing all criteria in policy, a comprehensive report should be possible within ten or fewer pages. This template is provided to assist institutions in providing a brief summary, which is to be presented to the institutional governing board prior to submission to the State Regents. Executive summaries should be possible within two pages using this template format.

Institution Name: Connors State College
Program Name and State Regents Code: 005 Business Administration- AS
List Any Options: Business Administration; NSU 2+2
Date of Review: 2018- 2019 **Recommended Date of Next Review:** 2023-2024

Centrality to Institutional Mission:

The Associate of Science in Business Administration is designed to outline the freshman and sophomore years of study for students who plan to transfer to a university to major in such fields as marketing, economics, management, real estate, accounting, finance, management information systems, or general business.

1. The business program satisfies the mission of Connors State College in numerous ways:

- Provides the general education computer literacy requirement for all degrees. These courses are offered using a variety of instructional methods: in traditional classroom settings, via ZOOM to multiple campuses, and online.
- Participates in the Oklahoma Higher Education transfer matrix to ensure that our courses transfer to other in-state universities. Currently the Business Division has 17 courses on the transfer matrix
- Provides faculty to teach on site courses at other facilities including two correctional facilities

Program Objectives and Goals:
Each year faculty within the business department attend the Course Equivalency Project forum sanctioned by the Oklahoma State Regents of Higher Education. This is a time for faculty to visit with other colleges and universities across the state. It ensures that instructors are teaching the same core concepts within common course titles for the purpose of accepting transfer credits from one institution to another. Also, the course descriptions and course prefixes listed within each institution's academic catalog are re-evaluated for the purpose of granting students with the proper transfer credits. Upon attendance, it was concluded that the Business Administration degree plan is in compliance with the state articulation agreement among colleges.

The business division performs an annual assessment of the overall program with three learning goals for Business Administration majors. The three goals are as follows:

Goal 1 – Understanding of Accounting
Goal 2 – Understanding of General Business
Goal 3 – Understanding of Economics

As part of the annual General Education Assessment program, the Business Administration department has participated in the collection of results for the general education learning goal related to Written Communication (see data below). A standard rubric was developed by the institution faculty and is administered in BUSN 2133. Future general education assessments in the area of oral communication will be performed in BUSN 2713 and BUSN 1113, and in the area of technology and information literacy in COMS 1003 and COMS 1133.

Quality Indicators Such As:

- **Student Learning Outcomes**
- **Effective Teaching**
- **Effective Learning Environments**
- **External Curricular Evaluation**
- **Capacity to Meet Needs and**

General Education Written Communication Assessment in BUSN 2133

ASSESSMENT IN BUSN 2133							
	ORGANIZATION	**LEVEL OF CONTENT**	**DEVELOPMENT**	**GRAMMER AND MECHANICS**	**STYLE**	**FORMAT**	**TOTAL SCORE**
AVERAGE Score	2.956521739	2.913043	2.913043478	2.956521739	2.782609	2.826087	17.34782609
MEDIAN Score	3	3	3	3	3	3	18
	# of Students Assessed = 23			Each category scored on rubric from 1 to 4			

Student course evaluations are done periodically and indicate effectiveness in teaching.

Several Business courses have been designated as Connors Quality Courses (see Appendix B)

Expectations of Constituencies

Productivity for Most Recent 5 Years

	Business Administration- AS	
	# of Majors	**# of Graduates**
2013-2014	353	38
2014-2015	297	42
2015-2016	280	39
2016-2017	279	28
2017-2018	303	24

Other Quantitative Measures Such As:

- **Number of Courses for Major**
- **Student Credit Hour in Major**
- **Direct Instructional Costs**
- **Supporting Credit Hour Production**
- **Roster of faculty members including the number of**

- Fall 2018: 20 Courses were offered; enrolling 610 students; and generating 1830 credit yours
- Spring 2019: 23 Course were offered; enrolling 523 students; and generating 1569 credit hours

Faculty	Credential	Institution that granted degree
Rhonda Wilson	Full Time Faculty, Division Chair Masters Degree -continued courses in Business	Northeastern State University Southeastern OK State Univ.
Tomi Kirkpatrick	Full Time Faculty MBA	Northeastern State University
Gina Jones	Full Time Faculty Masters Degree - Continued course in Business	Northeastern State University Southwestern State University

FTE faculty in the specialized courses within the curriculum
- **If available, information about employment or advanced studies of graduates of the program over the past five years**
- **If available, information about the success of students from this program who have transferred to another institution**

Transfer data is available sporadically from a few of our 4-year university partners. Overall this data shows our students perform well in comparison. The most recent data is below

INSTITUTION	NUMBER OF STUDENTS	AVERAGE GPA AT TRANSFER INSTITUTION	OVERALL GPA
ECU	3	2.613	2.88
NSU	2	?	3.6

Duplication and Demand

This is a fairly high demand program in our area. Many students take business administration classes even if they do not complete the degree. Businesses in the area value the course taught in this degree.

Statewide demand for Business Majors continues to grow. A number of the jobs listed on Oklahoma's Top 100 Critical Occupations list have a business focus. Some of the ones listed are below:

SOC Description 2018 jobs 2028 jobs Change

	13-2011 Accountants and Auditors	14,926	17,050	2,066
	11-3031 Financial Managers	6,532	7,073	509
	11-3021 Computer and Information Systems Managers	3,264	3,561	315
	11-1021 General and Operations Managers	27,503	29,825	2,167
	15-1121 Computer Systems Analysts	3,388	3,757	580
	13-1111 Management Analysts	4,492	5,201	492

Effective Use of Resources	• The business division utilizes resources effectively.
Strengths and Concerns	***Strengths:*** • Flexibility of faculty within the program • Continued work with other institutions and business partners to enhance program offerings ***Areas of concern:*** • Offering small numbers of classes spread out at 4 different locations. Included in those locations are the two correctional facilities in Taft, Oklahoma. • Lack of adequate funding. As with all state schools and colleges, the lack of funding continues to place limits on the educational services provided. • Number of full-time faculty. With a limited number of full-time faculty members teaching classes at multiple locations, and in multiple modalities could become a challenge.
Recommendations	• Look for ways to expand course offerings, including expanding to online degree programs • Explore the addition of embedded and/or standalone certificates

	• Continue to work with business and industry partners and other institutions to make sure course content remains relevant.

Appendix A

DIVISION OF BUSINESS

Major: Business Administration

Option A: Business Administration

Option B: NSU 2+2

ASSOCIATES of SCIENCE

GENERAL EDUCATION REQUIREMENTS 37 HOURS (Minimum) (Check Catalog listings for prerequisites)*		
Area	**Hours**	**To be selected from:**
Computers	3	COMS 1133 Fund of Comp Usage
Communication	9	ENGL 1113 Comp I ENGL 1213 Comp II SPCH 1113 Intro to Oral Communication
American History	3	HIST 1483 US History to 1865 ***or*** HIST 1493 US History since 1865
US Government	3	POLS 1113 Amer. Federal Government
Analytical & Quantitative Thought	3	MATH 1473 Applied Mathematics or MATH 1513 College Algebra
Science	4-5	Science with a lab
Science	3-5	Science
Humanities	6	Any course designated (HUMN)
Elective	3-4	One course from the following: Psychology, Sociology, Foreign Language or Fine Arts
PROGRAM REQUIREMENTS 24 HOURS (Minimum) (Check Catalog course listings for prerequisites)*		
EDUC 1111	1	College Orientation
CORE COURSES: Business 12 hours		
Macroeconomics	3	BUSN 2113
Microeconomics	3	BUSN 2213
Financial Accounting	3	BUSN 2543
Managerial Accounting	3	BUSN 2643
12 hours either - Option A or B		
Option A – Business Administration		
Business Principles	3	BUSN 1113
Business Law	3	BUSN 2133
Principles of Management	3	BUSN 2143
Desktop Publishing	3	BUSN 2423

Principles of Marketing	3	BUSN 2713
Business Statistics	3	BUSN 2733
Electives	6	BUSN/COMS
Spreadsheet Analysis	3	COMS 1533
Option B – NSU 2 + 2		
Business Law	3	BUSN 2133
Principles of Management	3	BUSN 2143
Principles of Marketing	3	BUSN 2713
Electives	3	BUSN/COMS
Spreadsheet Analysis	3	COMS 1533
Total Hours: 61		

Appendix B

Connors has a process whereby an online course is submitted for review using the Connors Course Evaluation Rubric. The review consists of three reviewers (two from within Connors and one from outside Connors). Once the course passes review the Connors Quality Course logo is placed on the course.

Business Courses passing CQC

- Microeconomics – Teacher/Developer: Tomi Kirkpatrick
- Macroeconomics - Teacher/Developer: Tomi Kirkpatrick
- Fundamentals of Computer Usage – Teacher/Developer: Gina Jones
- Principles of Marketing - Teacher/Developer: Tomi Kirkpatrick
- Business Law - Teacher/Developer: Rhonda Wilson
- Financial Accounting - Teacher/Developer: Gina Jones
- Business Principles – Teacher/Developer: Rhonda Wilson

Business Courses ready for review

- None at this time

Business Courses preparing for review

- Spreadsheet Analysis – Teacher/Developer: Tomi Kirkpatrick
- Desktop Publishing - Teacher/Developer: Rhonda Wilson
- Principles of Management - Teacher/Developer: Tomi Kirkpatrick
- Managerial Accounting - Gina Jones

CONNORS STATE COLLEGE
PROGRAM REVIEW 2019
BUSINESS ADMINISTRATION

1. REVIEWERS

Rhonda Wilson, Department Chair
Tomi Kirkpatrick, Faculty
Gina Jones, Faculty
Janet Wansick, Vice President for Academic Affairs

2. NAME OF PROGRAM

Business Administration; Program code 005

3. CENTRALITY OF THE PROGRAM TO THE INSTITUTIONAL MISSION

Connors State College is organized to generate student learning through its associate degrees and other academic programs that effectively prepare graduates to complete baccalaureate or other program degrees, obtain productive employment, and lead enriched lives of learning. It is simultaneously the mission of the College to engage in educational programming and related activities that promote regional economic and community development. The Business Administration program is designed to meet the needs of the individual student, in keeping with the mission of the College as defined by the OSU A&M Regents and as stated above.

The basic curriculum of the Associate of Science degree in Business Administration contains the traditional freshman and sophomore courses for students who wish to complete the four-year degree in a number of business-based majors and allow students to enter the four-year college as a junior. The curriculum also contains courses that are required in the General Education portion of many students' degree plans, and specific courses required in other degree plans.

4. TYPE OF DEGREE

Associate of Science in Business Administration

5. GOALS AND OBJECTIVE OF DEGREE PROGRAMS

SECTION 1: Learning Goals for Majors
Each year faculty within the business department attend the Course Equivalency Project forum sanctioned by the Oklahoma State Regents of Higher Education. This is a time for faculty to visit with other colleges and universities across the state. It ensures that instructors are teaching the same core concepts within common course titles for the purpose of accepting transfer credits from one institution to another. Also, the course descriptions and course prefixes listed within each institution's academic catalog are re-evaluated for the purpose of granting students with the proper transfer credits. Upon attendance, it was concluded that the Business Administration degree plan is in compliance with the state articulation agreement among colleges. The business division performs an annual assessment of the overall program with three learning goals for Business Administration majors. The three goals are as follows:

Goal 1 – Understanding of Accounting
Goal 2 – Understanding of General Business
Goal 3 – Understanding of Economics

As part of the annual General Education Assessment program, the Business Administration department has participated in the collection of results for the general education learning goal related to Written Communication (see data below). A standard rubric was developed by the institution faculty and is administered in BUSN 2133. Future general education assessments in the area of oral communication will be performed in BUSN 2713 and BUSN 1113, and in the area of technology and information literacy in COMS 1003 and COMS 1133.

6. FACULTY AND QUALIFICATIONS

- Wilson, Rhonda - Division Chair, MS, Northeastern State University
- Kirkpatrick, Tomi – Faculty, MBA, Northeastern State University
- Jones, Gina – MS, Northeastern State University

Various adjunct faculty are employed in a given year.

7. RESOURCES

A. Financial An annual budget is prepared each year to meet the financial requirements of the program.

B. Library The Connors State College library maintains books, periodicals, and electronic media resources for students use in support of their curricular requirements.

C. Equipment The Business Administration program uses computers with appropriate learning software and ancillary equipment, printers, classroom projection systems, etc.

D. Support services Students are supported in their efforts by a number of campus-based services. Computer labs are available for research, report writing and tutorial assistance. Tutors are hired through work study and RCE programs. Professional and peer tutors are available through the Student Support Services (TRIO) program. Tutoring assistance is available from Tutor.com without cost to the students. Students may obtain assistance in any courses from instructors outside of class at regularly scheduled office hours or by appointment.

8. FACULTY/STUDENT RATIO

Credit courses

- Fund of Computer Usage 1/30
- Macroeconomics 1/30
- Microeconomics 1/30
- Financial Accounting 1/25

- Managerial Accounting 1/25
- Business Principles 1/30
- Business Law 1/30
- Principles of Management 1/30
- Desktop Publishing 1/30
- Principles of Marketing 1/30
- Business Statistics 1/30
- Spreadsheet Analysis 1/30

9. NUMBER OF MAJORS and GRADUATION COUNT

	Business Administration- AS	
	# of Majors	**# of Graduates**
2013-2014	353	38
2014-2015	297	42
2015-2016	280	39
2016-2017	279	28
2017-2018	303	24

10. NUMBER OF FULL-TIME EQUIVALENT FACULTY
There are approximately 4 full-time-equivalent faculty members in this program.

11. SUCCESS OF TRANFERS STUDENTS
The majority of Connors students that complete this program transfer to Oklahoma State University, Northeastern University, and East Central University based on surveys of graduating students. At the time of review, there is no formal information available about the success of our former students. Transfer reports are sent from some of the institutions and indicate that our students are successful upon transfer to these institutions.

12. DUPLICATION AND DEMAND
This is a fairly high demand program in our area. Many students take business administration classes even if they do not complete the degree. Businesses in the area value the course taught in this degree.

Statewide demand for Business Majors continues to grow. A number of the jobs listed on Oklahoma's Top 100 Critical Occupations list have a business focus. Some of the ones listed are below:

SOC	**Description**	**2018 jobs**	**2028 jobs**	**Change**
13-2011	Accountants and Auditors	14,926	17,050	2,066
11-3031	Financial Managers	6,532	7,073	509
11-3021	Computer and Information Systems Managers	3,264	3,561	315

11-1021 General and Operations Managers	27,503	29,825	2,167
15-1121 Computer Systems Analysts	3,388	3,757	580
13-1111 Management Analysts	4,492	5,201	492

13. METHOD OF CURRICULUM REVIEW AND EVALUATION OF PROGRAM

DEPARTMENTAL/PROGRAM ASSESSMENT REPORT – Spring 2019
Department: Business Administration

SECTION 1: Learning Goals for Majors

Goal 1 – Understanding of Computer Concepts – Students should be able to demonstrate competency of computer skills and appropriate usage of software tools, within software application programs, to create documents, spreadsheets, and presentations. (To be assessed in COMS 1133 Fundamentals of Computer Usage)

Goal 2 – Understanding of Accounting – Students should be able to describe the fundamental accounting cycle, concepts, and principles, as well as develop common accounting statements. (To be assessed in BUSN 2543 Financial Accounting and BUSN 2643 Managerial Accounting)

Goal 3 – Understanding of Economics – Students should be able to identify economic concepts and theories, and evaluate the consequences of economic activities for individual and global welfare in today's world. (To be assessed in BUSN 2113 Macroeconomics and BUSN 2213 Microeconomics)

SECTION 2: Measures and Use of Information

Measures	Goal 1	Goal 2	Goal 3	Use of the information
COMS 1133: Throughout the semester, various measures will be used to evaluate a student's proficiency in computer skills and software application programs. A combination of computer assignments, software project problems, discussion board posts, and capstone exams will be used to assess students.	X			Results of data will be analyzed, by individual instructors, for student comprehension and reported to the Division Chair annually. Teaching methods will be altered to address students' needs. The chair and instructors will collaborate to determine if any needed department-level actions need to be taken for this course and reports meeting outcomes to VPAA and stakeholders. All data are reviewed as part of program review annually.
BUSN 2543 and BUSN 2643: Throughout the semester, various measures will be used to evaluate a student's proficiency in areas related to the understanding of the accounting cycle and comprehension of accounting statements. A combination of accounting projects, homework, and exams will be used to assess students.		X		Data reviewed annually by department for action, as above.

BUSN 2113 and BUSN 2213: Throughout the semester, various measures will be used to evaluate a student's proficiency in analyzing economic theory and activity. A combination of economic projects, homework, and exams will be used to assess students.			X	Data reviewed annually by department for action, as above.

DATA

Departmental Data still being collected.

General Education Written Communication Data below:

ASSESSMENT IN BUSN 2133							
	ORGANIZATION	**LEVEL OF CONTENT**	**DEVELOPMENT**	**GRAMMER AND MECHANICS**	**STYLE**	**FORMAT**	**TOTAL SCORE**
AVERAGE Score	2.956521739	2.913043	2.913043478	2.956521739	2.782609	2.826087	17.34782609
MEDIAN Score	3	3	3	3	3	3	18
# of Students Assessed = 23				Each category scored on rubric from 1 to 4			

SECTION 3: Recommendations for Improving Assessment Processes

- COMS 1133 – To better assess the strengths/weaknesses of skills students use for the computer software capstone exams, all instructors in the division will meet to formulate a rubric highlighting these areas.
- BUSN 2543 and BUSN 2643 – To better assess students' comprehension of accounting, Gina Jones will develop a rubric for the accounting exams that are administered throughout a semester in accounting courses.
- BUSN 2113 and BUSN 2213 – To better assess students' comprehension of economics, Tomi Kirkpatrick will develop a rubric for the economic exams that are administered throughout a semester in economic courses.

SECTION 4: Examples of ACTION Based on Assessment Data

- COMS 1133 – Within each course, students are given common software capstone exams in Word, Excel and PowerPoint, which is used for assessment purposes.
- BUSN 2543 and BUSN 2643 – Within each course, there is a common assessment question/problem that is used to assess the ability of students.
- BUSN 2113 and BUSN 2213 – Within each course, there is a common assessment question/problem that is used to assess the ability of students.

After the collection of the Spring 2019 data, the chair and instructors will collaborate to determine any needed department-level actions, take the appropriate actions and report the actions to the VPAA or other designated person(s) charged with compiling reports and allocating resources to address identified problems.

SECTION 4: Budgeting and Planning

No additional budgeting is needed, at this time, to implement this process.

14. COURSES AND CREDIT HOURS IN DEGREE PLAN

Major: Business Administration

Option A: Business Administration

Option B: NSU 2+2

Requirements for Students for Academic Year 2018-2019

ASSOCIATES of SCIENCE

GENERAL EDUCATION REQUIREMENTS 37 HOURS (Minimum) (Check Catalog listings for prerequisites)*		
Area	**Hours**	**To be selected from:**
Computers	3	COMS 1133 Fund of Comp Usage
Communication	9	ENGL 1113 Comp I ENGL 1213 Comp II SPCH 1113 Intro to Oral Communication
American History	3	HIST 1483 US History to 1865 ***or*** HIST 1493 US History since 1865
US Government	3	POLS 1113 Amer. Federal Government
Analytical & Quantitative Thought	3	MATH 1473 Applied Mathematics or MATH 1513 College Algebra
Science	4-5	Science with a lab
Science	3-5	Science
Humanities	6	Any course designated (HUMN)
Elective	3-4	One course from the following: Psychology, Sociology, Foreign Language or Fine Arts
PROGRAM REQUIREMENTS 24 HOURS (Minimum) (Check Catalog course listings for prerequisites)*		
EDUC 1111	1	College Orientation
CORE COURSES: Business 12 hours		
Macroeconomics	3	BUSN 2113
Microeconomics	3	BUSN 2213
Financial Accounting	3	BUSN 2543
Managerial Accounting	3	BUSN 2643
12 hours either - Option A or B		
Option A – Business Administration		
Business Principles	3	BUSN 1113
Business Law	3	BUSN 2133
Principles of Management	3	BUSN 2143
Desktop Publishing	3	BUSN 2423
Principles of Marketing	3	BUSN 2713
Business Statistics	3	BUSN 2733
Electives	6	BUSN/COMS
Spreadsheet Analysis	3	COMS 1533
Option B – NSU 2 + 2		
Business Law	3	BUSN 2133
Principles of Management	3	BUSN 2143
Principles of Marketing	3	BUSN 2713
Electives	3	BUSN/COMS
Spreadsheet Analysis	3	COMS 1533
Total Hours: 61		

15. RECOMMENDATIONS

Recommendations for Improving Assessment Processes
Each goal needs to be paired with a particular core course in the degree. Within each course, there should be a common assessment question that can be used to assess the ability of students. The department needs to develop those questions and make sure that each semester data is collected and assessed.
Examples of ACTION Based on Assessment Data
No direct action has been taken at this point.
Budgeting and Planning
No additional budgeting is needed to implement this process. But the division chair needs to work with the full time faculty to develop the assessment questions and collect data.

STUDENT NURSING AGREEMENT

THIS STUDENT NURSING AGREEMENT (the "Agreement") is made (the "Effective Date") by and between Connors State College (hereinafter referred to as the "UNIVERSITY") and Fresenius Medical Care Holdings, Inc., on behalf of certain facilities among those identified on Exhibit A (hereinafter referred to as "**FMC**").

WITNESSETH

WHEREAS, the UNIVERSITY acknowledges a public obligation to contribute to the education of students of Nursing for community needs, and has established a Program in Nursing leading to an associate, baccalaureate, and/or masters degree (the "Nursing Program"); and

WHEREAS, the contracting parties are desirous of cooperating to provide clinical education through observation and supervised training of students enrolled in the Nursing Program; and

NOW, THEREFORE, it is mutually agreed by said parties, to wit:

1. **USE OF FMC FACILITY**

Exhibit A sets forth a list of Facilities included in this Agreement. The list of facilities may include dialysis facilities owned or managed by FMCNA, its subsidiaries, or affiliates. Exhibit A may be updated or amended by FMCNA from time to time, upon written notice to University, to add or remove one or more FMCNA locations. Unless University provides written objection within thirty (30) days of receipt, the amended Exhibit A shall be deemed a part of this Agreement as if it were originally attached hereto. FMC hereby agrees to provide its Facilities to the UNIVERSITY and the UNIVERSITY agrees to the usage of such facility according to the terms and conditions described herein. Approval by the Medical Director and the Governing Body of a Facility must be obtained prior to a Nursing Student receiving a placment at a Facility. The faculty and students (hereinafter individually referred to as "Nursing Student" and collectively referred to as "Nursing Students") in the Nursing Program at the UNIVERSITY may utilize FMC for an educational internship associated with the Nursing Program through observation and supervised training (the "Internship"). Under no circumstances will UNIVERSITY faculty or any Nursing Student perform any clinical/medical procedures on patients of FMC other than as set forth on Exhibit B hereto. Each Nursing Student must sign a Confidentiality Agreement attached to this Agreement as Exhibit C. Nursing Student(s) shall not have access to FMC or a Facility's patient medical records during the course of the Internship. The days and hours for such Internship will be mutually agreed upon by UNIVERSITY and FMC.

2. SPECIFIC RESPONSIBILITIES OF FMC

a. FMC will use reasonable efforts to provide within a Facility adequate conference space and the use of any instructional materials not for sale by FMC.

b. Nursing Student participation under this Agreement shall be limited to observation of FMC's provision of dialysis and supervised training activities as determined by FMC staff upon consultation with faculty of the Nursing Program. A description of the types of activities permitted to be undertaken by the Nursing Students is set forth on Exhibit B hereto. Nursing Students will be supervised at all times by FMC nurses or other FMC employees while performing any Internship activities at a Facility with oversight by the coordinator of the Internship.

c. FMC has the ultimate overall authority over the Facilities and their grounds.

d. FMC, in other reasonable ways, will assist the UNIVERSITY in supplying an instructional learning experience for the Nursing Students.

e. FMC will not be required to render any health services to any Nursing Student or any UNIVERSITY faculty member.

f. FMC shall owe no compensation to any Nursing Student or faculty member of the UNIVERSITY participating in the Internship pursuant to this Agreement. FMC shall not charge the UNIVERSITY or any Nursing Student any fee for the use of the FMC facilities, equipment or supplies.

3. SPECIFIC RESPONSIBILITIES OF THE UNIVERSITY

a. The UNIVERSITY shall have full responsibility for the planning, development, implementation, and final evaluation of the Nursing Program and for providing the overall supervision and instruction required pursuant to the Nursing Program.

b. The UNIVERSITY shall provide qualified faculty members to coordinate through appropriate FMC channels the planning for the Nursing Student's educational experience through observation and supervised activities for each Nursing Student.

c. The UNIVERSITY shall comply with all existing policies of FMC. UNIVERSITY further agrees to ensure that each Nursing Student is aware of his or her responsibility to follow, and that each does follow all applicable policies, standards and practices of FMC, including the policies of FMC regarding the safeguarding of the confidentiality of health care and other proprietary and confidential information.

d. A Program instructor/faculty of UNIVERSITY will participate in FMC orientation as required by FMC.

e. Each participating Nursing Student shall carry mandatory health insurance coverage under the UNIVERSITY's health insurance program or show proof of enrollment in a comparable accident and sickness health insurance plan.

f. The UNIVERSITY shall provide its own professional malpractice liability insurance coverage and general liability coverage with basic limits of $1,000,000 combined single limit per occurrence for bodily injury and property damage and $3,000,000 in aggregate to

cover the UNIVERSITY and the Nursing Students against any loss, damage, claims, or expense arising from activity under this Agreement. All costs of such insurance shall be borne by the UNIVERSITY and a certificate of insurance shall be provided to FMC prior to execution of this Agreement.

g. The UNIVERSITY shall maintain all records of every Nursing Student relevant to the Nursing Program and the Internship.

h. All records, case histories, files and other documentation concerning patients and/or business operations of FMC shall be kept confidential and remain the sole property of FMC.

i. UNIVERSITY shall provide, prior to the commencement of an Internship and upon request by FMC such other records as will adequately disclose the prior education and related experiences of prospective Nursing Student(s). UNIVERSITY shall obtain from each Nursing Student all appropriate written waivers and consents required by the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g(b)(2)(B), so as to permit a full and free exchange of information between FMC and UNIVERSITY regarding Nursing Student's prior education and related experiences.

j. UNIVERSITY shall require each Nursing Student, prior to participation in the Internship, to provide FMC with documentation necessary to satisfy the pre-screening requirements of Section 4(g) of this Agreement and proof of any licenses, certifications, or other qualifications and credentials as required by law.

k. UNIVERSITY shall remove from the Internship any Nursing Student or UNIVERSITY faculty members whom FMC requests to be removed from the Internship for any reason or no reason.

4. SPECIFIC RESPONSIBILITIES OF STUDENTS

a. UNIVERSITY will ensure that Nursing Students conform to all applicable FMC policies, programs and procedures appropriate to being in attendance at FMC's facility. Each Nursing Student must be inserviced by FMC in Infection Control/Bloodborne Pathogens, hazardous material communications, confidentiality of medical records, policies and procedures. Each Nursing Student must sign a Confidentiality Agreement attached to this Agreement as Exhibit C and incorporated by reference herein. Nursing Students shall conform with FMC's policies and procedures on safety, dress, conduct and health. Nursing Student participation under this Agreement shall be permitted only when an instructor from the UNIVERSITY is present or under the supervision of a FMC nurse.

b. Any Nursing Student participating under this Agreement shall at all times be agents of the UNIVERSITY and not employees of or agents of FMC unless the Nursing Student has executed a separate agreement for employment or an agency relationship with FMC. Nursing Students who are not employees or agents of FMC have no claims against FMC for vacation pay, sick leave, retirement benefits, or other employee benefits of any sort.

c. Any Nursing Student participating under this Agreement shall submit written objectives for their Internship experience to UNIVERSITY and FMC upon request prior to the commencement of the Nursing Student's Internship hereunder.

d. The UNIVERSITY shall require each Nursing Student to undergo appropriate health examinations prior to the commencement of the Nursing Student's Internship hereunder and show proof thereof to FMC upon request. Evidence of Hepatitis B vaccination shall be provided to FMC.

e. UNIVERSITY agrees, and shall cause each Nursing Student participating under this Agreement to agree that such Nursing Student shall be governed by the same general disciplinary regulations enforced by the UNIVERSITY for its on-campus students.

f. Pre-Engagement Screening: All Nursing Students participating in a Nursing Program under this Agreement will be required to undergo all standard pre-engagement screening in accordance with the Pre-Screening Requirements (as defined in the next subsection), including, without limitation, drug screening, background checks and/or certain governmental checks, as a condition of their placement to provide services to FMC hereunder. FMC's general requirements for pre-engagement screening, which may be modified or supplemented with respect to certain categories of Nursing Students from time to time, are set for in the applicable statement regarding students. Pre-Engagement Screening will be performed by FMC, at its cost and expense (unless otherwise provided in any applicable statement regarding students). No Nursing Student may begin performing services for FMC until such Nursing Student has successfully completed all required checks. Nursing Students will also be required to sign individual statements regarding confidentiality, nonsolicitation and other matters, in accordance with FMC's standard policies for students.

g. Pre-Screening Requirements (as referenced by the previous subsection):

(i). Multi-County Background Check Requirements:

OIG/GSA Exclusion – now FACIS – must include alias search (Level 3) Credential if applicable

- Background checks (last seven (7) years)
- Global Sanction (FBI List)
- County Felony Including Misdemeanor
- National Criminal File
- Social Security Verification
- National Sex Offender Registry

(ii). Ten (10) Drug Panel Test:

- Cocaine
- Opiates
- Amphetamines
- Barbiturates
- Methaqualone
- Methadone

- Benzodiazepines
- Phencyclidine
- Propoxyphene
- Marijuana

5. LENGTH OF AGREEMENT

a. The term of this Agreement shall be for 2 years beginning on the Effective Date of this Agreement. Thereafter, this Agreement shall renew automatically for 1 year periods unless sooner terminated as provided herein.

b. Either party may terminate this Agreement, absent specific cause, at any time by giving 30 days written notice stating the effective date of termination. Either party may terminate this Agreement if the other party is in default of any of the terms of this Agreement, and such default is not cured within ten (10) days after receipt of such termination notice by the defaulting party.

6. MUTUAL RESPONSIBILITIES

a. The parties agree not to discriminate on the basis of race, creed, religion, gender, disability, national origin, ancestry, age, or sexual orientation or on any other basis prohibited by law.

b. FMC and the UNIVERSITY shall not publish, distribute or otherwise disclose, and shall not authorize Nursing Students or others to publish, distribute or otherwise disclose, any materials relative to any Internship, which materials have not been previously reviewed and approved for publication, distribution or other disclosure by FMC and the UNIVERSITY.

c. The parties agree that FMC is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any regulations and official guidance promulgated thereunder, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") (together referred to as the "HIPAA Regulations"). The parties further agree that to the extent that Nursing Student(s) is/are participating in a nursing experience Internship, Nursing Student(s) may be considered part of a Facility's or FMC's workforce for HIPAA compliance purposes in accordance with 45 CFR § 160.103 but shall not be construed to be employees of any Facility or FMC. The parties further agree that (i) Nursing Student(s) shall not disclose any Protected Health Information to which a Nursing Student(s) has/have access through the Internship; (ii) UNIVERSITY will never access or request to access any Protected Health Information held or collected by or on behalf of FMC or the Facilities; and (iii) no services are being provided to the Facilities or FMC by the UNIVERSITY pursuant to this Agreement and therefore, this Agreement does not create a "business associate" relationship.

d. This Agreement including any exhibits, schedules or other attachments which are incorporated herein by reference and made a part hereof may not be amended, modified or shall be binding unless agreed to in a written instrument signed by both parties.

e. The parties agree to comply with the following:

1. As stated in the Fresenius Medical Care Code of Ethics and Business Conduct, FMC upholds the values of quality, honesty and integrity, innovation and improvement, respect and dignity, as well as lawful conduct, especially with regard to anti-bribery and anti-corruption. FMCNA upholds these values in its own operations, as well as in its relationships with business partners. FMC's continued success and reputation depends on a common commitment to act accordingly. Together with FMC, UNIVERSITY is committed to uphold these fundamental values by adherence to applicable laws and regulations.

7. ULTIMATE AUTHORITY

Notwithstanding anything else contained in this Agreement, UNIVERSITY agrees that FMC shall have the ultimate authority to approve all facets of FMC's involvement in the program described in this Agreement.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth/State of Oklahoma without respect to its conflict of laws.

8. NOTICE

Whenever, under the terms of this Agreement, written notice is required to be given by one party to the other, such notice shall be deemed to have been sufficiently given three days after mailing if mailed by certified or registered mail, return receipt requested, to such party at the following address:

Notice to the UNIVERSITY: **PERSONAL & CONFIDENTIAL**
Connors State College
700 College Rd
Warner, Oklahoma 74469

Notice to FMC:
Fresenius Medical Care Holdings, Inc.
920 Winter Street
Waltham, Massachusetts 2451

With a Copy to:

_____
c/o Fresenius Medical Care North America
920 Winter Street
Waltham, MA 02451-1457
Attn: Corporate Law Department

9. MISCELLANEOUS

a. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

b. Exclusivity. This Agreement is nonexclusive and does not affect either party's ability to contract with other entities.

c. Entire Agreement. This Agreement contains the entire and complete understanding and agreement between the parties pertaining to the subject matter herein, and supersedes any and all prior agreements or understandings, whether oral or written.

d. Amendments. This Agreement may be modified by mutual consent, provided any and all such amendments shall be in writing and signed by both parties.

e. Waiver. The waiver by either party of one or more defaults on the part of the other party will not be construed to operate as a waiver of any subsequent defaults.

f. Assignability. This Agreement, including any duty or obligation of performance hereunder, may not be assigned, in whole or in part, by either party without the prior written consent of the other party; provided, however, that FMC may assign this Agreement without the consent of UNIVERSITY, to an entity that acquires all or substantially all of the stock or assets of FMC or to a successor by operation of law. Subject to this paragraph, this Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and permitted assigns.

[*Signatures appear on the following page*.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date written above.

UNIVERSITY	FMC
Connors State College	Fresenius Medical Care Holdings, Inc.
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

EXHIBIT A

Great Plains Clinics

TEXAS

Fresenius Medical Care East Bastrop #100002
1675 Highway 71 E
Bastrop, TX 78602

Northeast Dialysis Center #1545
4121 Denton Highway
Haltom City, TX 76117

El Paso Acutes #1661
1225 E. Cliff Drive
El Paso, TX 79902

Trinity Dialysis Center #1784
1210 Alston Avenue
Ft. Worth, TX 76104

BMA Cliffview #1909
1225 E. Cliff Drive
El Paso, TX 79902

South Ft. Worth Acute Dialysis Services #3985
1210 Alston Avenue
Fort Worth, TX 76104

Fresenius Medical Care of Northside #4171
2532 Jacksboro Highway
Ft. Worth, TX 76114

Fresenius Medical Care Horizon Dialysis #4189
12245 Rojas Drive
El Paso, TX 79936

Fresenius Medical Care Burleson #7552
200 McPherson Boulevard
Ft. Worth, TX 76140

Fresenius Medical Care Kyle #8692
5895 Kyle Parkway
Kyle, TX 78640

Brazos Kidney Disease Center
2329 N. 39th Street
Waco, TX 76708

BMA Corsicana
1321 W. 2nd Avenue
Corsicana, TX 75110

Falls County Kidney Center #1544
602 S. State Highway 6
Marlin, TX 76661

BMA Dallas South #1746
1150 N. Bishop Avenue, Ste. 200

Fresenius Medical Care El Paso West #100214
1430 Northwestern Drive
El Paso, TX 79912

BMA El Paso Gateway #1600
10767 Gateway Boulevard W
El Paso, TX 79935

Cleburne Dialysis Center #1679
160 Jack Burton Drive
Cleburne, TX 76031

Fresenius Medical Care Weatherford #1833
2025 Fort Worth Highway
Weatherford, TX 76086

FMC Dialysis Services Vista Del Sol #2598
10420 Vista Del Sol Drive
El Paso, TX 79925

Tarrant County Campus Dialysis #4155
5000 Campus Drive
Fort Worth, TX 76119

Fresenius Medical Care Fort Worth Parkway #4186
6551 Harris Parkway
Ft. Worth, TX 76132

Fresenius Medical Care Cedar Park #5386
1201 N. Lakeline Boulevard, Ste. 100
Cedar Park, TX 78613

Fresenius Medical Care Chisholm Trail #8393
1900 Scenic Drive, Bldg 1, Ste. 1128
Georgetown, TX 78626

Fresenius Medical Care Lockhart #9258
1721 S. Colorado Street
Lockhart, TX 78644

Fresenius Medical Care Ennis
711 S. Clay Street, Ste. B
Ennis, TX 75119

BMA Bellmead
137 Eastgate Plaza
Bellmead, TX 76705

Killeen Kidney Center #1632
726 S. Fort Hood Street
Killeen, TX 76541

BMA Dallas Central #1749
7610 Military Parkway

Dallas, TX 75208

BMA South Dallas County #1818
1111 W. Ledbetter Drive, Ste. 800
Dallas, TX 75224

Collin County Dialysis Center #1871
3420 K Avenue
Plano, TX 75074

Swiss Avenue Dialysis Center #1874
2613 Swiss Avenue
Dallas, TX 75204

Redbird Dialysis Center #1877
4111 W. Camp Wisdom Road
Dallas, TX 75237

Town Gate Dialysis Center #1879
1901 Northwest Highway
Garland, TX 75041

FMC Dialysis Services Terrell #2163
351 S. Virginia Street
Terrell, TX

FMC Dialysis Services Waxahachie #2408
1300 S. Rogers Street
Waxahachie, TX 75165

FMC Dialysis Services of Waco West #2412
730 W. State Highway 6
Waco, TX 76712

FMC Dialysis Services Southwestern #2655
8700 N. Stemmons Freeway, Ste. 135
Dallas, TX 75247

East Dallas Acutes #3986
9840 N. Central Expressway, Ste. 226
Dallas, TX 75231

Fresenius Medical Care Hillsboro Kidney Clinic #4154
1507 Hillview Drive
Hillsboro, TX 76645

Fresenius Medical Care North Garland #4192
530 Clara Barton Boulevard
Garland, TX 75042

Fresenius Medical Care Kiest Station #5329
5148 S. Lancaster Road
Dallas, TX 75241

Fresenius Medical Care Rowlett #5447
3801 Lakeview Parkway
Rowlett, TX 75088

Fresenius Medical Care Grand Prairie #5489
825 Dalworth Street
Grand Prairie, TX 75050

Dallas, TX 75227

Walnut Hill Dialysis Center #1870
9840 N. Central Expressway
Dallas, TX 75231

Metro East Dialysis Center #1873
909 Gross Road, Skyline Village Shopping Center
Mesquite, TX 75149

Village II Dialysis Center #1875
6300 Samuel Blvd., Village II Shopping Center
Dallas, TX 75228

South Oak Cliff Dialysis Center #1878
740 Wynnewood Village Shopping Center
Dallas, TX 75224

Farmers Branch Dialysis Center #1880
2280 Springlake Road
Farmers Branch, TX 75234

Temple Kidney Center #2406
2915 Saulsbury Drive
Temple, TX 76504

FMC Dialysis Services McKinney #2411
1831 Harroun Avenue
McKinney, TX 75069

FMC Dialysis Services Grapevine #2413
1601 Hart Court
Southlake, TX 76092

Fresenius Medical Care of West Plano #3980
4405 Traditional Trail
Plano, TX 75093

Fresenius Medical Care PD Services of Dallas #4057
8700 N. Stemmons Freeway, Ste. 135
Dallas, TX 75247

Fresenius Medical Care of Pleasant Run Dialysis #4179
900 N. Polk Street, Ste. 146
Desoto, TX 75115

Fresenius Medical Care Lampasas #4269
1202 Central Texas Expressway
Lampasas, TX 76550

Fresenius Medical Care Allen #5446
925 W. Exchange Parkway
Allen, TX 75013

Killeen TX Inpatient Services #5462
726 S. Fort Hood Street
Killeen, TX 76541

Fresenius Medical Care Cockrell Hill
4810 W. Illinois Avenue
Dallas, TX 75211

Waco TX Inpatient Services #6105
730 W. State Highway 6
Waco, TX 76712

Fresenius Medical Care-Greenway Kidney Center #6895
5940 Crosslake Parkway
Waco, TX 76712

Fresenius Medical Care Waco Lakeshore #8899
2420 Lake Shore Drive
Waco, TX 76708

Mid-Cities DFW Acutes #9450
2000 E. Lamar Boulevard, Ste. 600
Arlington, TX 76006

Amarillo Acute Services #100173
5601 Plum Creek Drive
Amarillo, TX 79124

Fresenius Medical Care Permian Basin #1216
3302 W. Golf Course Road
Midland, TX 79703

John T. Montford Medical Psychiatric Hospital #1524
8602 Peach Avenue
Lubbock, TX 79404

West Texas Dialysis Center #1921
501 Birdwell Lane
Big Spring, TX 79720

FMC Dialysis Services Plainview #3284
3304 Olton Road, #B
Plainview, TX 79072

Fresenius Medical Care Abilene Lone Star #6700
349 S. Danville Drive
Abilene, TX 79605

Abilene Acutes #9301
6250 US 83
Abilene, TX 79606

Redbud Acute #9347
4810 N. Loop 289
Lubbock, TX 79416

Fresenius Medical Care Brownwood #9458
110 S. Park Drive
Brownwood, TX 76801

Fresenius Medical Care Amarillo High Plains #1158
5920 W. Amarillo Boulevard
Amarillo, TX 79106

Fresenius Medical Care Granbury #2378
1030 E. US Highway 377, Ste. 128
Granbury, TX 76048

Rockdale Kidney Center #6413
300 Josie Lane
Rockdale, TX 76567

Fresenius Medical Care Harker Heights #8691
625 W. Central Expressway
Harker Heights, TX 76548

Fresenius Medical Care Frisco #9208
10150 Legacy Drive
Frisco, TX 75033

South Dallas Acutes #9451
1300 S. Rogers Street
Waxahachie, TX 75165

Fresenius Medical Care Abilene #1157
1802 Pine Street
Abilene, TX 79601

BMA South Plains #1319
6630 Quaker Avenue, Ste. 102
Lubbock, TX 79413

Fresenius Medical Care Pampa #1548
2545 Perrytown Parkway, 1E
Pampa, TX 79065

FMC Dialysis Services of Abilene South #2410
2009 Hospital Place
Abilene, TX 79606

Lubbock Dialysis Center-Redbud #3885
1126 Slide Road, Unit 4A
Lubbock, TX 79416

Fresenius Medical Care Desert Milagro Dialysis Center
230 N. Washington Avenue
Odessa, TX 79761

Midland Acute #9332
500 W. 4th Street
Odessa, TX 79761

South Plains Acute #9350
602 Indiana Avenue
Lubbock, TX 79415

Fresenius Kidney Care Caprock #9462
8704 University Avenue
Lubbock, TX 79423

Fresenius Medical Care Hereford #1922
533 N. 25 Mile Avenue, Ste. A
Hereford, TX 79045

Liberty Dialysis of South Lewisville #4948
101 E. Southeast Parkway
Lewisville, TX 75067

NNA San Marcos #4455
1340 Wonder World Drive, Ste. 4100
San Marcos, TX 78666

NNA South #4466
621 Radam Lane
Austin, TX 78745

NNA North #4478
12221 Renfert Way, Ste. 100
Austin, TX 78758

NNA Round Rock #4491
1499 E. Old Settlers Boulevard
Round Rock, TX 78664

NNA Bastrop #4496
423 Old Austin Highway
Bastrop, TX 78602

NNA Marble Falls #4497
802 Steve Hawkins Parkway
Marble Falls, TX 78654

North Austin TX Inpatient Services #6106
12221 Renfert Way, Ste. 100
Austin, TX 78758

Renner Road Home Dialysis Clinic #100282
3317 Essex Drive, Ste. 150
Richardson, TX 75082

Fresenius Medical Care North Texas #7049
1600 9th Street
Wichita Falls, TX 76301

Liberty Dialysis-Lake Lewisville #7394
3400 Corinth Parkway
Corinth, TX 76208

Liberty Dialysis-Irving #7925
1111 W. Airport Freeway, Ste. 101
Irving, TX 75062

North Buckner Dialysis Center #2963
3650 N. Buckner Boulevard
Dallas, TX 75228

Renal Care Group Irving #4462
1625 N. Story Road, Ste. 140
Irving, TX 75061

Fresenius Medical Care Lubbock #8803
2710 Avenue Q
Lubbock, TX 79411

Austin Acutes #4965
12221 Renfert Way
Austin, TX 78758

Fresenius Kidney Care Renner Road #100240
3517 Spectrum Boulevard
Richardson, TX 78758

Wichita Falls Acute #9357
1103 Grace Street
Wichita Falls, TX 76301

FRESENIUS KIDNEY CARE CONCHO VALLEY, LLC
Fresenius Kidney Care San Angelo A285
2018 Pulliam Street, San Angelo, TX 76905

NEW MEXICO

Fresenius Kidney Care Clovis High Plains #100172
121 Townsgate Plaza
Clovis, NM 88101

BMA Las Vegas Dialysis Center #1030
246 Mills Avenue
Las Vegas, NM 87701

BMA Santa Fe Dialysis Center #1169
641 Harkle Road
Santa Fe, NM 87505

BMA of Albuquerque #1278
1600 Randolph Court SE
Albuquerque, NM 87106

Fresenius Medical Care Northeast Albuquerque #1349
11296 Lomas Boulevard NE
Albuquerque, NM 87112

Fresenius Medical Care Las Cruces #4670
3875 Foothills Road
Las Cruces, NM 88011

Fresenius Medical Care Alamogordo #4671
2578 Medical Drive
Alamogordo, NM 88310

Fresenius Medical Care Deming #4672
814 W. Adobe Drive
Deming, NM 88030

Fresenius Medical Care Las Cruces South #4902
2525 S. Telshor Boulevard
Las Cruces, NM 88011

Alamogordo Acutes #9302
2578 Medical Drive
Alamogordo, NM 88310

Fresenius Medical Care of Carlsbad #4182
902 W. Pierce Street
Carlsbad, NM 88220

Fresenius Medical Care Rio Rancho #1499
1760 Grande Boulevard SE, Ste. 100
Rio Rancho, NM 87124

Central New Mexico Kidney Center #2762
2800 Palmilla Road
Los Lunas, NM 87031

Southeastern New Mexico Kidney Center #2764
2801 N. Main Street
Roswell, NM 88201

FMS Albuquerque Acute #3776
300 Unser Boulevard NW
Albuquerque, NM 87121

Fresenius Kidney Care Gibson Home Dialysis #8398
5400 Gibson Blvd. SE
Albuquerque, NM 87108

Santa Fe Acute #9349
641 Harkle Road
Santa Fe, NM 87505

Fresenius Medical Care Sandhill #100168
1306 Enterprise Road
Socorro, NM 87801

Las Cruces Acute #4968
2525 S. Telshor Boulevard
Las Cruces, NM 88011

Fresenius Medical Care North Rio Rancho #6806
7555 Enchanted Hills Boulevard NE
Rio Rancho, NM 87144

BMA Espanola #1826
1420 Calle de la Merced
Espanola, NM 87532

Plains Regional Dialysis Center #2763
2117 N. Thomas Street
Clovis, NM 88101

North Albuquerque Dialysis Center #2765
4700 Jefferson Street NE
Albuquerque, NM 87109

Fresenius Medical Care Gibson #6218
5400 Gibson Boulevard SE, Ste. 100 #7
Albuquerque, NM 87108

Fresenius Medical Care Santa Fe Home II #8456
2100 Calle De La Vuelta
Santa Fe, NM 87505

Fresenius Medical Care Dialysis Services Hobbs #2251
2827 N. Dal Paso Street
Hobbs, NM 88240

Liberty Dialysis-Albuquerque #7419
3810 Commons Avenue NE
Albuquerque, NM 87109

Liberty Dialysis-Rio Rancho #7476
5751 McMahon NW
Albuquerque, NM 87114

Fresenius Medical Care Albuquerque Westside #8623
300 Unser Boulevard NW
Albuquerque, NM 87121

KANSAS

Fresenius Kidney Care Topeka East #100064
3408 SE 29th Street
Topeka, KS 66605

Fresenius Medical Care Salina #6334
700 E. Iron Avenue
Salina, KS 67401

Dodge City Acutes #8674
204 W. Ross Boulevard
Dodge City, KS 67801

Salina Acute #9348
400 S. Santa Fe Avenue
Salina, KS 67401

Garden City Acute IPS #100406
401 E. Spruce Street
Garden City, KS 67846

BMA Leawood #1884
6751 W. 119th Street
Overland Park, KS 66209

Fresenius Medical Care Concordia #6335
1100 Highland Drive
Concordia, KS 66901

Fresenius Medical Care Fort Scott #9064
2526 S. Main Street
Fort Scott, KS 66701

Hays Acute #4871
2905 Canterbury Drive
Hays, KS 67601

Wichita Acute #4887
929 N. St Francis, 5th Floor, North
Wichita, KS 67214

Fresenius Medical Care Garden City #100154
2053 E. Mary Street
Garden City, KS 67846

Fresenius Medical Care Pittsburg Midwest #4654
2824 N. Broadway Street
Pittsburgh, KS 66762

University Physicians Dialysis Center #7141
6401 Parallel Parkway
Kansas City, KS 66102

Renal Care Group Dodge City #8499
204 W. Ross Boulevard
Dodge City, KS 67801

Renal Care Group Liberal #8502
2319 N. Kansas Avenue
Liberal, KS 67901

Fresenius Kidney Care Wichita Midtown Home Program
1007 N. Emporia Street
Wichita, KS 67214

Dialysis Specialists of Topeka #2990
3931 SW Gage Center Drive
Topeka, KS 66604

Fresenius Kidney Care Wesley Pediatric Dialysis #6782
550 N. Hillside Street, Bldg. 4, Tower 6
Wichita, KS 67214

RAI-Rainbow Blvd-Westwood #7142
4720 Rainbow Blvd., Ste. 200
Westwood, KS 66205

Renal Care Group Chanute #8501
703 S. Plummer Avenue
Chanute, KS 66720

Renal Care Group Wichita East #8507
9341 E. 21st Street N
Wichita, KS 67206

Fresenius Kidney Care Lenexa
13201 W. 98th Street
Lenexa, KS 66215

IOWA

Fresenius Kidney Care Mason City #100106
910 N. Eisenhower Avenue
Mason City, IA 50401

Fresenius Kidney Care Algona #100108
215 W. Call Street
Algona, IA 50511

Siouxland Dialysis #2142
2530 Glenn Avenue
Sioux City, IA 51106

Siouxland Acutes #4087
801 5th Street
Sioux City, IA 51101

Fresenius Medical Care Mercy Des Moines #4367
95 University Avenue, Ste. 11
Des Moines, IA 50314

Fresenius Medical Care Des Moines South #4919
6651 SW 9th Street
Des Moines, IA 50315

Fresenius Kidney Care Charles City #100107
707 Gilbert Street
Charles City, IA 50616

North Iowa Acute Program #100337
1000 4th Street SW
Mason City, IA 50401

FMC Dialysis Services Midwest Dialysis #2926
4000 Indian Hills Drive
Sioux City, IA 51108

Quad Cities Acutes-Old #8494
1111 W. Kimberly Road
Davenport, IA 52806

Des Moines Acute #4865
1111 6th Avenue
Des Moines, IA 50314

SOUTH DAKOTA

Fresenius Kidney Care Dakota Dunes #100480
357 W. Tower Road
Dakota Dunes, SD 57409

MISSOURI

Kansas City Dialysis & Transplant Center #1494
2340 E. Meyer Boulevard
Kansas City, MO 64132

BMA Lees Summit #1540
1831 SE Blue Parkway
Lees Summit, MO 64063

BMA Independence #1694
1135 S. Claremont Avenue
Independence, MO 64054

FMC Dialysis Services of Raytown #2698
11503 E. 63rd Street
Raytown, MO 64133

Kansas City Acutes #4090
2340 E. Meyer Boulevard
Kansas City, MO 64132

Fresenius Medical Care Dialysis Services of Harrisonville
2820 East Rock Haven Road, Ste. 160
Harrisonville, MO 64701

BMA Blue Springs #1495
505 NE Adams Dairy Parkway, Ste. B
Blue Springs, MO 64014

Joplin Acutes #4875
100 Mercy Way
Joplin, MO 64804

Penn Valley Dialysis #1695
2502 Summit Street
Kansas City, MO 64108

FMC Letholt Dialysis Center #2757
910 Stonner Loop
Richmond, MO 64085

Fresenius Medical Care Centerpoint #5382
19401 E. 37th Terrace Court S, Ste. 200
Independence, MO 64057

Fresenius Medical Care Neosho
915 W. Harmony Street, P.O. Box 728, Ste. B
Neosho, MO 64850

Fresenius Medical Care Joplin East #4431
522 W. 32nd Street
Joplin, MO 64804

NEBRASKA

Overland Trails Renal Care Group #4664
5210 Parklane Drive
Kearney, NE 68847

Kidney Dialysis Center of Grand Island #4666
3516 Richmond Circle
Grand Island, NE 68803

Kearney Acute #4877
5210 Parklane Drive
Kearney, NE 68847

RAI-Ames-Omaha #7137
5084 Ames Avenue
Omaha, NE 68104

RAI-Center St-Omaha #7139
4411 Center Street, Ste. A
Omaha, NE 68105

Fresenius Medical Care-Nebraska Home Dialysis
2916 S. 84th Street
Omaha, NE 68124

Renal Care Group North Platte #4665
785 E. Francis Street
North Platte, NE 69101

Fresenius Kidney Care Omaha West #100344
15801 W. Dodge Road
Omaha, NE 68118

North Platte Acute #4880
601 W. Leota Street
North Platte, NE 69101

RAI-North Healthy Way-Fremont #7138
2660 N. Healthy Way
Fremont, NE 68025

North Healthway-Freemont Acute
450 E. 23rd Street
Fremont, NE 68025

OKLAHOMA

BMA Shawnee #1031
3807 N. Harrison Street
Shawnee, OK 74804

Oklahoma Acute Services #3974
6040 S. Western Avenue
Oklahoma City, OK 73139

RCG Ponca City #8497

FMC Dialysis Svc Heritage Park #2204
310 S. Highland Avenue
Midwest City, OK 73110

Fresenius Medical Care North Central Oklahoma #4199
200 NE 50th Street
Oklahoma City, OK 73105

Fresenius Kidney Care Moore #100395

1208 E. Hartford Avenue
Ponca City, OK 74601

450 N. Eastern Avenue
Moore, OK 73160

Fresenius Kidney Care Bristow #100457
402 S. Main Street
Bristow, OK 74010

Fresenius Medical Care Yukon #2195
1320 W. Vandament Avenue
Yukon, OK 73099

Medical Plaza Acute #7589
6040 S. Western Avenue
Oklahoma City, OK 73139

Fresenius Medical Care Edmond East #8406
301 Katie Michelle Boulevard
Edmond, OK 73034

Enid OK Acute #9315
6040 S. Western Avenue
Oklahoma City, OK 73139

Fresenius Medical Care Southwest OKC #8681
10301 Greenbriar Parkway
Oklahoma City, OK 73159

Fresenius Medical Care Sapulpa #9009
1013 E. Cleveland Avenue
Sapulpa, OK 74066

Fresenius Medical Care Jane Phillips #9011
3500 State Street
Bartlesville, OK 74006

Fresenius Medical Care East Tulsa #9013
5147 S. Garnett Road, Ste. C
Tulsa, OK 74146

Fresenius Medical Care Muskogee Dialysis #9016
3371 W. Broadway Street
Muskogee, OK 74401

Jane Phillips Acute #9322
6040 S. Western Avenue
Oklahoma City, OK 73139

Xanthus JV Acute #9414
6040 S. Western Avenue
Oklahoma City, OK 73139

Lawton Dialysis #4447
5110 W. Gore Boulevard, Ste. 12
Lawton, OK 73505

Fresenius Medical Care Northwest Oklahoma City #6988
3107 NW 50th Street
Oklahoma City, OK 73112

Medical Plaza Dialysis #2186
3435 NW 56th Street, Ste. 600
Oklahoma City, OK 73112

South Oklahoma City Dialysis Center #2296
5419 S. Western Avenue
Oklahoma City, OK 73109

Oklahoma Kidney Care Dialysis #8314
13901 McAuley Boulevard, Ste. 102
Oklahoma City, OK 73134

Fresenius Medical Care Enid Dialysis #8572
121 W. Owen K. Garriott Road
Enid, OK 73701

FMC Midtown Oklahoma City Dialysis #7559
810 NW 10th Street
Oklahoma City, OK 73106

Fresenius Medical Care Xanthus #9008
1923 E. 21st Street, Ste. 100
Tulsa, OK 74114

Fresenius Medical Care North Harvard #9010
1515 N. Harvard Avenue, Ste. D
Tulsa, OK 74115

Fresenius Medical Care South Tulsa #9012
8260 S. Lewis Avenue
Tulsa, OK 74137

Fresenius Medical Care North Tulsa #9014
2309A W. Edison Street, A
Tulsa, OK 74127

Fresenius Medical Care Bailey Dialysis #9017
10205 N. 110th East Avenue
Owasso, OK 74055

North Tulsa JV Acute #9415
6040 S. Western Avenue
Oklahoma City, OK 73139

Oklahoma Kidney Care Acute #9340
6040 S. Western Avenue
Oklahoma City, OK 73139

Ada Dialysis Center #7123
324 NW J.A. Richardson Loop
Ada, OK 74820

Southeast Oklahoma Acutes #7561
6040 S. Western Avenue
Oklahoma City, OK 73139

UTAH

South Ogden Home #100016
475 40th Street, Ste. 110
South Ogden, UT 84403

Fresenius Medical Care Cedar City #9476
1320 N. Main Street, Ste. 105
Cedar City, UT 84721

Fresenius Medical Care Pleasant View #100258
1735 W. 2700 N
Farr West, UT 84404

Fresenius Kidney Care West Salt Lake #100285
4101 W. Pioneer Parkway, Ste. 101
West Valley City, UT 84120

Liberty Dialysis-Layton #7429
2132 N. 1700 W, Ste. 120
Layton, UT 84041

Wasatch Artificial Kidney Center #7431
650 E. 4500 S, Ste. 150
Murray, UT 84107

Liberty Dialysis West Jordan #7433
3823 W. 9000 S, Ste. D
West Jordan, UT 7433

St. George Acute #9352
1173 S 250 W, Ste. 406
Saint George, UT 84770

Liberty Dialysis Weber County #7435
4780 Old Post Road
Ogden, UT 84403

Fresenius Medical Care Riverton Dialysis #9474
12523 S. Creek Meadow Drive
Riverton, UT 84065

Liberty Dialysis Woodcross #8818
572 W 750 S
Woods Cross, UT 84010

Liberty Dialysis-St. George #7428
624 S. 1000 E, Ste. 101
St. George, UT 84790

Fresenius Kidney Care Oquirrah #7430
5320 S. 2700 W
Taylorsville, UT 84129

Liberty Dialysis South Mountain #7432
10969 S. Rivers Front Parkway
South Jordan, UT 84095

Salt Lake Acutes #7436
650 E 4500 S, Ste. 100
Murray, UT 84107

MONTANA

Fresenius Medical Care Polson #100058
305 Ridgewater Drive
Polson, MT 59860

Fresenius Medical Care Missoula #8353
3100 Great Northern Avenue
Missoula, MT 59808

Bozeman Acute #9304
931 Highland Boulevard, Ste. 3105
Bozeman, MT 59715

Fresenius Great Falls Clinic Dialysis #6678
1724 26th Street S
Great Falls, MT 59405

Fresenius Medical Care Bozeman #6497
937 Highland Boulevard, Ste. 5100
Bozeman, MT 59715

Fresenius Medical Care Butte #8354
3745 Harrison Avenue, Ste. D
Butte, MT 59701

Missoula Acute #9333
3100 Great Northern Avenue
Missoula, MT 59808

COLORADO

Fresenius Medical Care Ft. Collins Dialysis #1217
2107 S. Timberline Road
Fort Collins, CO 80525

Fresenius Medical Care Loveland Dialysis #1895
2940 Ginnala Drive
Loveland, CO 80538

Fresenius Medical Care Pueblo South Dialysis #2714
3426 Lake Avenue

Fresenius Medical Care Greeley Dialysis #1424
2343 W. 27th Street
Greeley, CO 80634

Fresenius Medical Care Lamar Dialysis #2712
108 Lee Avenue
Lamar, CO 81052

Fresenius Medical Care Stapleton Dialysis #4061
7606 E. 36th Avenue

Pueblo, CO 81004

Fresenius Medical Care Pueblo West #6844
73 N. Aspen Ski Way
Pueblo West, CO 81007

Fresenius Medical Care South Denver Dialysis #8364
3410 S. Galena Street, Ste. 100
Denver, CO 80231

Fresenius Medical Care Northern Colorado Home #8466
5285 McWhinney Boulevard, Ste. 190
Loveland, CO 80538

Qualicenters Canon City #2107
2245 Fremont Drive
Canon City, CO 81212

Fresenius Medical Care La Junta Dialysis #2109
1012 Hayes Street
La Junta, CO 81050

Fresenius Medical Care Rocky Mountain Dialysis #4646
4600 Hale Parkway
Denver, CO 80220

Fresenius Medical Care East Denver Dialysis #4697
962 Potomac Circle
Aurora, CO 80011

Liberty Dialysis-Colorado Springs North #7415
2180 Hollow Brook Drive
Colorado Springs, CO 80918

Liberty Dialysis-Colorado Springs North #7416
2508 Airport Road
Colorado Springs, CO 80910

CSLD, LLC
Colorado Springs North Acute #9308
2180 Hollow Brook Drive
Colorado Springs, CO 80918

Denver, CO 80238

South Denver Acutes #7010
3410 S. Galena Street, Ste. 100
Denver, CO 80231

Fresenius Medical Care Northern Greeley Dialysis #8830
1212 9th Street
Greeley, CO 80631

Pueblo Acutes #9345
41 Montabello Road, Ste. 200
Pueblo, CO 81001

Fresenius Medical Care Pueblo Dialysis #2108
41 Montebello Road
Pueblo, CO 81001

Qualicenters Walsenburg #2110
23450 US Highway 160
Walsenburg, CO 81089

Fresenius Medical Care Denver Central Dialysis #4647
765 S. Broadway
Denver, CO 80209

Denver Acute #4966
3410 S. Galena Street, Ste. 100
Denver, CO 80231

Fresenius Medical Care West Hampden Dialysis #8556
750 W. Hampden Avenue
Englewood, CO 80110

Liberty Dialysis-Colorado Springs Central #7417
1910 Lelaray Street
Colorado Springs, CO 80909

IDAHO

Fresenius Kidney Care Boise #3357
1109 W. Myrtle Street
Boise, ID 83702

Boise Dialysis Meridian #7422
3525 E. Louise Drive
Meridian, ID 8364

Idaho Kidney Center Idaho Falls #7424
2381 E. Sunnyside Road
Idaho Falls, ID 83404

Idaho Kidney Center Pocatello #7425
444 Hospital Way, Ste. 600
Pocatello, ID 83201

Liberty Dialysis Nampa #7426
280 W. Georgia Avenue

Liberty Dialysis Sandpoint
1210 Washington Avenue
Sandpoint, ID 83864

Meridian Acute #9330
3525 E. Louise Drive, Ste. 100
Meridian, ID 83642

Idaho Kidney Center-Blackfoot #7423
245 Poplar Street
Blackfoot, ID 83221

Fresenius Medical Care Palouse #6470
723 S. Main Street
Moscow, ID 83843

Liberty Dialysis Caldwell #7427
4620 Enterprise Way

Nampa, ID 83686

Pocatello Acutes #7447
444 Hospital Way, Ste. 600
Pocatello, ID 83201

North Idaho Dialysis Facility #4648
2100 Ironwood Court
Coeur D'Alene, ID 83814

Fresenius Medical Care Hayden Lake #5383
7600 N. Mineral Drive, Ste. 850
Coeur D'Alene, ID 83815

Caldwell, ID 83605

Magic Valley Kidney Center #7483
350 N. Haven Street
Twin Falls, ID 83301

Renal Care Group Post Falls #4649
1300 E. Mullan Avenue, Ste. 1200
Post Falls, ID 83854

Panorama Dialysis #6972
822 S. Main Street
Deer Park, WA 99006

WYOMING

Fresenius Medical Care of Cheyenne #4147
1739 Meadowland Drive
Cheyenne, WY 82009

Cheyenne Acute #9307
1739 Meadowland Drive
Cheyenne, WY 82009

WASHINGTON

Spokane Kidney Center #4688
610 S. Sherman Street, Ste. 101
Spokane, WA 99202

Fresenius Moses Lake Dialysis Facility #4690
847A E. Broadway Avenue
Moses Lake, WA 98837

North Pines Dialysis Clinic #4694
1017 N. Pines Road
Spokane Valley, WA 99206

Spokane Acutes #4981
101 W. 8th Avenue, Room 5N
Spokane, WA 99204

Fresenius Medical Care Leah Layne Dialysis Clinic #6162
530 S. 1st Avenue
Othello, WA 99344

North Pointe Dialysis #4689
1116 E. Westview Court
Spokane, WA 99218

Omak Dialysis Unit #4693
800 Jasmine Street, Ste. 1
Omak, WA 98841

Spokane Home #4892
610 S. Sherman Street
Spokane, WA 99202

Fresenius Medical Care Colville #6135
147 Garden Homes Drive
Colville, WA 99114

EXHIBIT B

Description of Permitted Activities

1. The Nursing Student may participate in activities through observation only.

2. All necessary, informed, written and/or other consent will be obtained prior to the commencement of an activity by the Nursing Student that requires such consent.

EXHIBIT C

Confidentiality Agreement for Each Student

As an intern of _____ (hereinafter "FMC") or any of its affiliates, I understand that FMC has a policy concerning the non-disclosure of its confidential information, and that this policy creates expectations of and obligations for me as a FMC intern. To evidence that understanding and in consideration of my internship, continued participation in the internship, and for the access provided to me by FMC, I agree as follows:

1. "**Confidential Information**" means all information relating to the business of FMC that has not been released publicly by authorized representatives of FMC. Some examples of such information include: trade secrets and know-how, inventions, marketing and sales programs, employee, customer, patient and supplier information, patient medical records, financial data, pricing information, regulatory and reimbursement strategies, operations and clinical manuals. Confidential information also includes all information received by FMC under an obligation of secrecy to another party.

2. I will handle any FMC Confidential Information in accordance with the current FMC Policy – "Confidential Company Information." During and after my FMC internship, I will not use FMC Confidential Information without written authority from FMC (except as required by my internship with FMC). I will not remove any Confidential Information from FMC premises. Upon leaving FMC, I will return all Confidential Information to my supervisor at FMC. I understand that my obligation as to FMC Confidential Information continues even after I leave the Company. This obligation ends only when (i) FMC has voluntarily disclosed the information to the public; (ii) the information has been developed independently and made public by others; or (iii) the information otherwise lawfully enters the public domain.

3. I will apply my best efforts to the performance of my duties, and I will be loyal to FMC during the term of my internship. While interning at FMC, I will not associate with or have a significant interest in any other party whose interests might conflict with those of FMC.

_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Date	Date

EXHIBIT D

Informed Consent for Intern Student Participation

Date of Request: _____

I _____ hereby give _____, an affiliate of Fresenius Medical Care North America (hereinafter "FMCNA"), permission to disclose my medical records or to share confidential medical information with or about my condition with participating interns.

The intern(s) will be providing patient care through clinical observation and trainings at the facility under the supervision of FMCNA staff. Such information disclosed or shared may include the complete case history, copy of medical records and other information related to my treatment at FMCNA. This release is valid for the duration of the internship program, but can be revoked by written request at any time.

Specific information to be disclosed or shared:

_____

_____

_____

Purpose of release: Internship participant

_____
Section 1.01
Guardian
(if legal guardian, state relationship – e.g. parent, power of attorney, etc.)

_____
Signature of Patient or Legal Witness

CONNORS STATE COLLEGE
Building Futures One At A Time Since 1908

SUMMARY OF OUT-OF-STATE TRAVEL FOR THE PERIOD OF JUNE 2019

	TRAVEL THIS MONTH		CORRESPONDING MONTH LAST FISCAL YEAR		AMOUNT EXPENDED CURRENT		AMOUNT EXPENDED PRIOR	
FUND SOURCE	NO. OF TRIPS	AMOUNT EXPENDED	NO. OF TRIPS	AMOUNT EXPENDED	NO. OF TRIPS	FISCAL YEAR	NO. OF TRIPS	FISCAL YEAR
ST. APPROP.	1	$ 1,078.47	0	0.00	9	$ 7,164.78	5	$ 3,944.41
FEDERAL	2	$ 3,228.56	0	0.00	20	$ 47,851.02	7	$ 18,316.88
PRIVATE	0	0.00	0	0.00	0	0.00	0	0.00
AUXILIARY	0	0.00	0	0.00	2	$ 1,296.46	0	0.00
OTHER	0	0.00	0	0.00	0	0.00	0	0.00
TOTAL	**3**	**$ 4,307.03**	**0**	**0.00**	**31**	**$ 56,312.26**	**12**	**$ 22,261.29**

CONNORS STATE COLLEGE
Building Futures One At A Time Since 1908

SUMMARY OF OUT-OF-STATE TRAVEL FOR THE PERIOD OF JULY 2019

	TRAVEL THIS MONTH		CORRESPONDING MONTH LAST FISCAL YEAR		AMOUNT EXPENDED CURRENT		AMOUNT EXPENDED PRIOR	
FUND SOURCE	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	2	$ 1,935.76	0	0.00	2	$ 1,935.76
FEDERAL	0	0.00	1	$ 2,423.06	0	0.00	1	$ 2,423.06
PRIVATE	0	0.00	0	0.00	0	0.00	0	0.00
AUXILIARY	0	0.00	0	0.00	0	0.00	0	0.00
OTHER	0	0.00	0	0.00	0	0.00	0	0.00
TOTAL	**0**	**0.00**	**3**	**$ 4,358.82**	**0**	**0.00**	**3**	**$ 4,358.82**

CONNORS STATE COLLEGE
Building Futures One At A Time Since 1908

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 (Institution) Dr. Ron Ramming (President)

Subject: FTE Employee Report for the Fiscal Quarter Ending: 06-30-2019 (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		Faculty	Other		Faculty	Other		Faculty	Other		
		Regular	Student		Regular	Student		Regular	Student		Regular	Student	
A. FTE Employees for Reported Fiscal Quarter [1]	74	53	5	0	16	1	0	9	19	74	78	25	177
B. FTE Employees for Fiscal Quarter Immediately Preceding Reported Quarter. [1]	55	51	5	0	19	1	0	9	15	55	79	21	155
C. Increase or Decrease in FTE Employees (Item A minus Item B)	19	2	0	0	-3	0	0	0	4	19	-1	4	22
D. Comparable Quarter Last Year	83	51	6	0	25	1	0	10	15	83	86	22	191

[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 part time 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.

IV. NORTHEASTERN OKLAHOMA A&M COLLEGE, MIAMI, OKLAHOMA

Dr. Mark Rasor, Interim President, and members of the Northeastern Oklahoma A&M College (NEO) administration appeared before the Board of Regents to present the business of NEO and review the Agenda for members of the Board. (The NEO Agenda is attached to this portion of the minutes.)

Dr. Rasor highlighted various informational items listed under Section A of the NEO agenda. He said he is concerned with regard to Item A-1.c., as NEO is down in enrollment, FTE, Credit Hours, and Housing. The College budgeted for 5.0-5.5 percent, so these numbers mean they are below budget. To help improve those numbers, the College is taking a look at recruiting strategies. There is a relatively new head of recruiting at NEO and she has a great skillset but needs to learn recruiting a little better. The College is also engaging in a two-day consultation with Ruffalo Noel Levitz in an attempt to identify areas in which the College can improve. Dr. Rasor said he has reached out to Kyle Wray, Vice President of Enrollment and Brand Management at OSU, for assistance. He said Mr. Wray has been more than willing to help the College and continues to be a great resource. Dr. Rasor said the biggest number on the chart is the drop in housing of over 100 residents in two years; that revenue is critical to the auxiliary operation. Regent Link asked what has caused the decrease. Dr. Rasor said the declining number of students has impacted housing the most, but in all honesty the dorms are not a desirable living space for young ladies enrolled at NEO. It is desired to bring forward an improvement plan to the Board for approval in the future, but the administration is not yet ready to do so.

Regent Link asked if the May 2019 flood damage has been completely remediated. Dr. Rasor said they are progressing. Work is being done currently on the soccer, softball, and baseball fields. The final plan is to till the soil and allow it to dry, then lay sod. Anything that was previously dirt will be dug down six inches to kill any vegetation, then new dirt will be brought in with turf laid on top. The work is expected to be completed next week. Regent Link asked if the damage was contained to the athletic fields. Dr. Rasor affirmed this and said there was one locker room and office complex for baseball that had some damage, but that has been completely remediated. It is believed all of the flood damage will be covered by insurance through OMES Risk Management except $50,000, but he plans to contact the Federal Emergency Management Agency to pay that amount. Regent Burns asked the reason for removing the dirt. Dr. Rasor said Tar Creek runs along the edge of campus, and there is always the potential for the deposit of heavy metals into the soil after flooding. The soil was tested and it was not found that the soil is in excess of the allowable amount, but it was felt if insurance would pay for the dirt work they should replace it to err on the side of caution. Dr. Thomas Coon, Vice President, Dean and Director of the Division of Agricultural Sciences and Natural Resources at Oklahoma State University in Stillwater sent a team to do an analysis, and replacement of the soil was their recommendation.

Regent Davis asked what the impact is on the auxiliary side with regard to the 100 student drop in housing. Dr. Rasor said each student brings in $1,150 per semester. Regent Davis said the FY 19 number really stands out, as there was a larger drop in enrollment from FY 17 to FY 18 with an extremely nominal drop in housing. The housing drop was huge for FY 19, and the reason needs to be identified. Dr. Rasor said half of the College's housing occupants are in athletics and that number remains steady at 450, which leaves another 300-400 students coming from elsewhere; a little drop in enrollment from that category can cause a large drop in housing. This issue also

affects the College's agreement with Sodexo, because that contract is based on 700 student meal plans. If the number drops below 700, NEO then has to refund some of the commission to Sodexo. Dr. Rasor said he was thrilled to see it reach 722 for the fall semester, but maintaining that number for spring may be difficult. He said the administration is aware of the issue and they are working diligently to figure out new strategies. He doesn't believe there will be a big increase in population numbers in their tri-county area, so a way must be found to draw in students from outside of the usual area to maintain 2,200 students.

Dr. Rasor referenced Item A-1.d. and said there was a plan in place to outsource payroll, but it was decided to halt that process after evaluating bids. He said the administration is working very diligently with Tammy Eck, Associate Vice President for Administration and Finance at OSU, and several others in human resources, I.T., and payroll, to see if they can solve some of the issues NEO has had with payroll processing through Banner. The preference is for the College to stay with Banner, if they can identify solutions for areas in which they are struggling. OSU has committed to work with NEO on this issue and has given incredible service to the College for the past three years. The issue being faced is the complexity of Banner.

D-1 Personnel actions

Dr. Rasor noted there is a typo on the agenda that notes item D-1 is for informational purposes only; however, several of the items require Board approval. He said NEO lost some key people over the course of 30 days in the Agriculture Department, which is a major department for the College. Two of the hires listed are major roles in that department, and he believes the new leadership will be reinvigorating for those programs.

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

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

F-1 Student Support Services Grant 2019-2020 Allocation

F-2 Allied Jobs Program 2019-2020 Allocation

F-3 Adult Education & Family Literacy Grant 2019-2020 Allocation

F-4 Title III - Investing in Access and Success Grant 2019-2020 Allocation

Regent Callahan moved and Regent Anthony seconded to approve Section F, Items 1-4, as presented in the NEO Agenda.

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

H-1 Authorization to enter agreement with ComPsych Guidance Resources Worldwide

Dr. Rasor said NEO has a licensed counselor on campus, but mental health services are few and far between in Miami. One counselor does not have enough time to address all issues students may face, so an agreement with CompPsych will help serve 2,000 students at a cost to the College of $0.68 per student per month with access to a counselor 24/7 via telephone. If that counselor sees cause, they can refer the student to a face-to-face counselor for up to three free sessions. This will be funded directly by a student health fee.

> Regent Anthony moved and Regent Milner seconded to approve Item H-1 as presented in the NEO Agenda.
>
> Those voting aye: Board Members Anthony, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: Arthur. The motion carried.

Regent Link asked if Dr. Rasor has had any conversations with the OSU Center for Health Sciences (CHS) regarding Project ECHO. Dr. Rasor said he has not. Regent Link said it would be worthwhile for Dr. Rasor to connect with administrators at CHS and see how that program is working.

I-1 Request to hire contractors to complete repairs at the Carter House

Dr. Rasor said he has reached out to Alva Roofing to complete the needed repairs at the Carter House. The total amount of needed repairs is approximately $342,000. Some of the listed repairs are optional, but some are critical such as roofing, guttering, and storm drains, due to the House sustaining water damage. He is asking for approval today of only the critical repairs. Authorization is requested to hire Alva Roofing to perform roof and guttering repairs, and the hiring of a local contractor to perform storm drain repairs.

> Regent Callahan moved and Regent Anthony seconded to approve Item I-1 as presented in the NEO Agenda.
>
> Those voting aye: Board Members Anthony, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: Arthur. The motion carried.

The business of Northeastern Oklahoma A&M College being concluded, Dr. Mark Rasor and other members of the administration were excused from the meeting.

NORTHEASTERN OKLAHOMA A&M COLLEGE

Miami, Oklahoma

Agenda for the Regular Meeting of the Board of Regents for OSU and the A&M Colleges

September 13, 2019

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 Chief Procurement 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. Remarks by Interim President Dr. Mark Rasor
   a. Highlights of NEO Update newsletter
   b. Social Media Report (Reference Document #1)
   c. Fall 2019 enrollment update:

FALL 2019		FALL 2018		FALL 2017	
Headcount:	1,855	Headcount:	1,972	Headcount:	2,124
FTE:	1,528	FTE:	1,664	FTE:	1,784
Credit Hours:	22,925	Credit Hours:	24,971	Credit Hours:	26,766
Housing:	722	Housing:	823	Housing:	829

   d. Payroll outsourcing update

B – RESOLUTIONS- None

C - POLICY AND OPERATIONAL PROCEDURES- None

D - PERSONNEL ACTIONS

1. The following personnel items are listed for informational purposes only:

Name	Action	Effective Date	Salary/Rate
Jalee Dollarhide	Position Change: Head Volleyball Coach, Academic Coordinator - Athletics	7/1/19	$30,000 annually
Mckenzie Nygren	Resignation Ag. Dept. Chair & Ag Instructor	6/30/19	
Dr. Mary Booth	Employ as Ag Dept. Chair & Ag Instructor	7/15/19	$65,838 annually
Amanda Jones	Resignation Equine Judging Coach & Ag Instructor	6/30/19	

Kevin Pool	Employ Equine Judging Coach & Ag Instructor	8/12/19	$46,280 annually
Andrew Olson	Resignation English Instructor	6/30/19	
Kalyn McAlister	Employ as English Instructor	8/12/19	$41,487 annually
Michelle Bussell	Employ as Nursing Instructor	8/7/19	$43,407 annually
Klayton Bridges	Employ as Physical Therapist Assistant Instructor	8/12/19	$42,987 annually
Sloane Arana	Resignation Director of Library Services	8/16/19	
Leslie Hayes	Employ as Library Coordinator	9/25/19	$50,000 annually

E - INSTRUCTIONAL PROGRAMS- None

F - BUDGETARY ACTIONS

1. Student Support Services Grant 2019-2020 Allocation
   The US Department of Education announced the award for the Student Support Services Grant for Fiscal Year 2019-2020. This is the 5th year of a 5 year grant for the period of September 1, 2019 through August 31, 2020. The announced allocation is $290,799, a 4% increase over the prior year. The funds are awarded through the Student Support Services program for projects offering support services to low-income, first generation or disabled college students. Board authorization is requested to expend grant funds, including payment of administrative allowances at year-end, according to the grant guidelines.
2. Allied Jobs Program 2019-2020 Allocation
   The Oklahoma State Regents for Higher Education has advised us that our allocation for the Allied JOBS Program Temporary Assistance for Needy Families (TANF) program for fiscal year 2019-2020 will be $181,930. The purpose of the TANF program is to set forth a process designed to provide vocational education skills needed to gain employment for eligible recipients. Board authorization is requested to expend grant funds, including payment of administrative allowances at year-end, according to grant guidelines.
3. Adult Education & Family Literacy Grant 2019-2020 Allocation
   We have received notification from the Oklahoma Department of Career and Technology Education of our allocation for the Adult Education & Family Literacy Grant for Craig, Delaware and Ottawa Counties. The allocation for Fiscal Year 2019-2020 is $117,227. These funds are used for the operation of an on-campus Adult Literacy Center that provides GED test preparation and testing for the aforementioned county residents. Board authorization is requested to expend funds, including payment of administrative allowances at year-end, according to grant guidelines.

4. Title III- Investing in Access and Success Grant 2019-2020 Allocation
   The US Department of Education has advised us that our award for year 5 of the 5 year "Investing in Access and Success Grant" is $399,978. The award period is October 1, 2019 through September 30, 2020. This 5 year grant is approximately $2,000,000. The funds are being used to fund following projects:
   - Major upgrades to campus fiber optic network
   - Convert 9 face-to-face classes to high quality online/hybrid courses and offer online mentoring/tutoring services
   - Continued support for the College's American Indian Center for Excellence (AICE) Program

   Board authorization is requested to expend grant funds, including payment of administrative allowances at year-end, according to grant guidelines.

G - OTHER BUSINESS AND FINANCIAL MATTERS- None

H - CONTRACTUAL AGREEMENTS (other than construction and renovation)

1. Board authorization is requested to enter into an agreement (*Reference Document #2*) with ComPsych Guidance Resources Worldwide to deliver a student assistance program for the students of the College. The primary service offered to the students is toll free 24/7 telephone access to guidance consultants. If needed, the student may also receive up to three face-to-face counselling sessions at no additional charge. The cost is $0.86/student/month. Assuming 2,000 students the annual cost would be $20,640. Funding will be from a $0.50/hour student health fee.

I - NEW CONSTRUCTION OR RENOVATION OF FACILITIES

1. Board authorization is requested to hire Alva Roofing (or other OSU/A&M contracted roofing company) at an estimated cost $31,000 to complete roof and guttering repairs and a local contractor at an estimated cost of $6,000 to complete storm drain repairs to the Carter House. The Physical Plant Director has prepared a list of repair/maintenance items needed at the Carter House (*Reference Document #3*). While most of the items do not require immediate attention the roof, gutter, and storm drain repairs are required to prevent further damage to the house. Funding will be from E&G reserves.

J - PURCHASE REQUESTS -None

K - STUDENT SERVICES/ACTIVITIES- None

L - NEW BUSINESS UNFORESEEN AT TIME AGENDA WAS POSTED- None

M - OTHER INFORMATIONAL MATTERS NOT REQUIRING ACTION OF THE BOARD

1. Out-of-state travel summaries for the months of June and July 2019. *(Reference Document #4)*
2. OSRHE FTE Employee Report for fiscal quarter April 1, 2019 – June 30, 2019. *(Reference Document #5)*

3. NEO athletic schedules for Lady Norse Soccer, Men's Soccer, Volleyball, Lady Norse Basketball, Men's Basketball, Wrestling, Baseball, and Rodeo. Note schedules are subject to change. *(Reference Document #6)*

Higher Education Promotion Log

Item	Date	Description	Medium	Views	Likes	Shares	Notable Comments
	20-Jun	Dr. Hale Honored at Regents Meeting	Twitter	1550	16	3	
	8-Jul	Scholarships and Financial Aid	Twitter	1083	4	1	
	1-Aug	Concurrent Enrollemnt #Higheredworks	Twitter	613	1	1	
	7-Aug	Enrollment Push	Twitter	575		1	
	7-Aug	Learn Where You Live	Instagram	349	18		
	13-Aug	State of the College	Facebook	4980	84	15	
	19-Aug	Enrollment Push	Twitter/Instagram/Facebook	3657	11	17	
	20-Aug	Enrollment Push	Twitter/Instagram/Facebook	2136	31	4	
	21-Aug	Enrollment Push	Twitter/Instagram/Facebook	1781	10	2	
	22-Aug	Enrollment Push	Twitter/Instagram/Facebook	1695	7	4	
	23-Aug	Enrollment Push	Twitter/Instagram/Facebook	1740	8	1	
	27-Aug	Ag Scholarship	Facebook	2900	104	3	

Reference Document #1

ComPsych®
GuidanceResources® Worldwide

AGREEMENT

This agreement ("Agreement") sets forth the agreed upon terms and conditions surrounding ComPsych Corporation's (hereinafter referred to as "ComPsych") delivery of a Student Assistance Program (a "Program") to students ("Student(s)") of Northeastern Oklahoma A&M College (hereinafter referred to as "Client") to begin September 1, 2019 ("Commencement Date"). This Agreement also refers to ComPsych and Client individually as "Party" and collectively as the "Parties." The terms and conditions are as follows:

1. **Term:** Initial term of two (2) years for the delivery of a Program to Client. After the expiration of the initial term (August 31, 2021), this Agreement shall renew for successive two (2) year periods upon mutual agreement unless either Party shall deliver to the other Party written notice of non-renewal not less than one hundred and twenty (120) days prior to the expiration of the initial term or any applicable renewal term.

2. **Fees:**

   (A) Client agrees to pay ComPsych a fee of $0.86 per Student per month. Client represents that as of the Commencement Date it has approximately 2,000 Students. Client agrees to provide ComPsych with quarterly updated Student counts and locations. Fees to be paid by Client to ComPsych shall be adjusted to reflect the updated Student counts. Payment for the Program is due on a quarterly basis beginning on the Commencement Date and thereafter on or before each three (3) month anniversary of the Commencement Date. In the event that any payment due ComPsych hereunder is not received by ComPsych from Client when due, a delinquency charge shall be assessed on each installment assessed in default for not less than five (5) days in an amount not to exceed five percent (5%) for each month the installment remains unpaid or the maximum amount allowed by law, in addition to attorney's fees and other costs and expenses incurred by ComPsych to collect any amounts due hereunder.

   (B) Pre-approved travel expenses (associated with, for example, training, CISMs, Account Management, etc.) are billed separately and are due thirty (30) days after receipt of invoice by Client.

   (C) Critical incident stress management ("CISM") Services and travel time will be billed at a rate of $265.00 per hour plus related expenses. ComPsych shall invoice Client and Client agrees to pay ComPsych within thirty (30) days after its receipt of each invoice.

   (D) Training Services will be provided upon Client request and billed at a rate of $150.00 per hour plus travel and related expenses. ComPsych shall invoice Client and Client agrees to pay ComPsych within thirty (30) days after its receipt of each invoice.

   (E) Client must give ComPsych at least five (5) days advance notice if it wishes to cancel any scheduled training, on-site intervention or other on-site Service or else the applicable hourly fee set forth in Sections 2(C) and 2(D) will apply or training/CISM hours will be reduced, as the case may be.

3. **Exclusivity:** During the term of this Agreement, Client warrants that ComPsych shall be the exclusive provider of the Program under this Agreement to all Students of Client and that all of Client's Students shall be covered under this Agreement.

4. **Services:** The Program shall include those services described on Schedule I attached hereto ("Services"). Client agrees that any and all communications disseminated by Client to Students regarding the Services to be rendered by ComPsych hereunder shall: (a) if written, be subject to ComPsych's prior written approval, which approval shall not be unreasonably withheld; and (b) if oral, accurately reflect the terms hereof and comply with such guidelines as may be established, from time to time, by ComPsych. Frequency and method of distribution of promotional communications shall be mutually agreed upon by the Parties.

5. **Force Majeure:** No failure, delay or default in performance of any obligation of ComPsych shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of ComPsych, including, but not limited to: action or inaction of governmental, civil or military authority; fire, strike, lockout or other labor dispute; flood, war; terrorism; riot; theft; earthquake and other natural disaster.

6. **Taxes:** All fees quoted and payable under this Agreement exclude taxes. Client will pay or reimburse ComPsych for all applicable sales, services and other taxes (excluding taxes on ComPsych's net income) that may be levied upon the performance of Services under this Agreement.

7. **Notices:** Any notice required hereunder will not be effective, unless in writing, signed by an authorized officer of the Party delivering such notice, and sent by certified mail or recognized overnight carrier to the signatories below.

8. **Billing Contact Information:** Client agrees to provide ComPsych with current and updated billing contact information.

   Client Billing Contact: [insert name]

   Address: [insert]

   Phone number: [insert]

   Email address: [insert]

9. **Assignment:** Client must assign its rights and obligations under this Agreement to any successor by merger, consolidation or sale or other disposition of all or substantially all of its assets or stock.

10. **Amendment:** Any changes, additions, or deletions to this Agreement will not be considered binding or agreed to unless the modifications have been initialed or otherwise approved in writing by an authorized representative of the other Party.

11. **Facsimile or Scan/Counterparts:** Facsimile or electronically scanned transmission of an executed copy of this Agreement or any amendments hereto shall be accepted as evidence of a Party's execution of the Agreement or amendment. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

12. . (NEO cannot agree to this as an agency of the State of Oklahoma.)

13. **Severability:** If and to the extent any provision of this Agreement is held illegal, invalid or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid or unenforceable to the extent of its illegality, invalidity or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the Parties. The illegality, invalidity or unenforceability of such provision in that jurisdiction will not affect the legality, validity or enforceability of such provision or any other provisions of this Agreement in any other jurisdiction.

14. **Relationship of the Parties**: ComPsych and Client agree that ComPsych is an independent contractor and neither Party nor their respective employees or agents shall be deemed to be an employee of the other, nor shall this Agreement be deemed to create a partnership, joint venture, agency relationship or other association between the Parties hereto.

15. **No Third Party Beneficiaries**: Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than Client and ComPsych any rights, remedies, obligations, or liabilities whatsoever, whether in contract, statute, tort (such as negligence) or otherwise, and no person or entity shall be deemed a third-Party beneficiary under or by reason of this Agreement.

16. **Governing Law:** This Agreement shall be interpreted under and governed by the laws of the State of Oklahoma , without regard to its conflict of laws rules.

17. **Clause Headings:** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain.

18. **Entire Agreement:** This Agreement, together with the Schedules attached hereto, shall constitute the entire Agreement by and between the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein and, this Agreement shall supersede all prior and contemporaneous communications, representations or agreements, either verbal or written, by and between the Parties hereto, all of which are merged herein.

Please sign below to acknowledge each Party's acceptance of these terms.

ComPsych Corporation	Northeastern Oklahoma A&M College
By: _____	By: _____
By: __Richard A. Chaifetz____	By: _____
Its: ___Chairman & CEO____	Its: _____
Date: _____	Date: _____

SCHEDULE I
GUIDANCERESOURCES®
COVERED SERVICES

1. **Account Management:** Client will be assigned an account manager who will serve as the contact person and provide Client with reports and feedback on the Program.

2. **Management Report:** ComPsych will prepare and provide to Client customary statistical management reports, without disclosure of the identity of any Student utilizing the Services.

3. **Training:** ComPsych will provide training Services upon request of Client. The date and time of the training Services shall be mutually agreed upon by Client and ComPsych. Each training session will be a minimum of thirty (30) minutes in length and same-day training sessions must run consecutively, unless otherwise mutually agreed upon. Training must be scheduled thirty days in advance.

4. **Program Promotion:** ComPsych will provide Client with PDFs of customary promotional materials announcing and explaining the program to Students. Client is responsible for printing and distributing promotional materials to its Students.

5. **Service Access:** Toll free telephone line access to guidance consultants.

6. **Assessment, Counseling and Referral:** Assess the presenting problem of each Student requesting counseling Services and provide a maximum of three (3) sessions per presenting problem if such problem is determined by ComPsych to be resolvable within the above number of sessions (In California a maximum of three sessions in a six month period with additional sessions for acute emergencies, consultations after referral or re-referral, or a consultation due to a management or union request for information or assessment regarding work performance issues). If the Student's presenting problem is determined not to be resolvable in the above number of sessions, the Student will be referred for alternative Services after assessment.

7. **CISM:** ComPsych will provide crisis intervention and CISM Services as and when determined necessary by Client. The date and time of the on-site intervention shall be mutually agreed upon by Client and ComPsych. Client will be charged an additional fee for any clinical on-site intervention.

8. **GuidanceResources® Online:** Online (via www.guidanceresources.com) information, resources, tools and other features on topics such as health & wellness, law & regulations, family & relationships, work & education, money & investments, consumer & leisure and home & auto.

CARTER HOUSE NEEDS

Reference Document #3

HOUSE:

• *Roof and gutters*	*$31,000.00*
• *Storm Drains*	*$6,000.00*
• *HVAC*	*$30,000.00*
• *Plumbing*	*$25,000.00*
• *Bathroom/General Renovation*	*$80,000.00*
• *Basement Water Proofing*	*$15,000.00*
• *Backyard Fence*	*$15,000.00*
• *Landscape, sod, irrigation, tree trimming*	*$10,000.00*
• *Painting*	*$15,000.00*
• *Exterior painting / Waterproofing*	*$10,000.00*
TOTAL	***$237,000.00***

APARTMENT:

• *Painting*	*$8,000.00*
• *Flooring*	*$6,000.00*
• *HVAC*	*$8,000.00*
• *Plumbing*	*$8,000.00*
TOTAL	***$30,000.00***

Optional

HOUSE:

• *Accessible 1st Floor*	*$35,000.00*
• *Windows & Doors*	*$20,000.00*
• *Sunroom Renovation*	*$15,000.00*
TOTAL	***$70,000.00***

APARTMENT:

▪ *Optional:*	
• *Appliances*	*$2,000.00*
• *Bedroom Suite*	*$3000.00*
TOTAL	***$5000.00***
TOTAL	***$342,000.00***

Northeastern Oklahoma A&M College
Summary of Out-of-State Travel as of **Jun-19**

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. (290)	0		2	$768.75	21	$9,451.74	28	$3,976.64
Federal (430)	0		0	$0.00	1	$190.00	8	$2,099.63
Private	0				0			
Auxiliary (701)	1	$1,062.12	3	$379.09	15	$6,963.86	29	$3,499.52
Other	0				0			
Total	1	$1,062.12	5	$1,147.84	37	$16,605.60	65	$9,575.79

Northeastern Oklahoma A&M College
Summary of Out-of-State Travel as of **Jul-19**

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. (290)	1	$1,320.70	2	442.75	22	$10,772.44	2	442.75
Federal (430)	0		0	0.00	1	$190.00	0	0.00
Private	0				0			
Auxiliary (701)	3	$1,165.79	2	677.00	18	$8,129.65	2	677.00
Other	0				0			
Total	4	$2,486.49	4	$1,119.75	41	$19,092.09	4	$1,119.75

The Oklahoma State System of Higher Education
FTE Employee Report

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

From: Northeastern Oklahoma A&M College

President

Subject: FTE Employee Report for Fiscal Quarter Ending 6/30/2019

The following information is provided pursuant to 74 O.S. 1981, Section 3602

FTE Employee Catagories

	Educational and General Budget Part I			Educational and General Budget Part II			Agency Accounts Other			Sub Total			
		Other			Other			Other			Other		Total
	Faculty	Regular	Student	Faculty	Regular	Student	Faculty	Regular	Student	Faculty	Regular	Student	FTE
Current QTR	58	74	1	1	6	10	8	34	10	67	114	21	202
Prior QTR	67	74	1	1	5	11	8	34	12	76	113	24	213
INC (DEC)	-9	0	0	0	1	-1	0	0	-2	3	3	3	-11
Prior FY	54	79	2	1	7	13	8	23	8	63	109	23	195

Reference Document #6

NEO LADY NORSE Soccer

Date	Opponent	Location	Time
8/17/2019	Southwestern Christian	Bethany, OK	2:00pm
8/21/2019	Evangel	Springfield, MO	6:00pm
8/24/2019	Cowley County CC	Arkansas City, KS	2:00pm
8/27/2019	Neosho County CC	Miami, OK	5:00pm
8/30/2019	Coffeyville CC	Miami, OK	12:00pm
9/4/2019	State Fair CC	Miami, OK	5:00pm
9/11/2019	Rich Mountain	Miami, OK	5:00pm
9/15/2019	Redlands CC	El Reno, OK	3:00pm
9/19/2019	EOSC	Wilburton, OK	3:00pm
9/22/2019	Murray State CC	Miami, OK	3:00pm
9/26/2019	Rose State CC	Midwest City, OK	1:00pm
9/29/2019	NOC-Tonkawa	Tonkawa, OK	2:00pm
10/3/2019	Seminole State	Miami, OK	5:00pm
10/6/2019	Rich Mountain	Mena, AR	1:00pm
10/10/2019	Redlands CC	Miami, OK	5:00pm
10/13/2019	EOSC	Miami, OK	3:00pm
10/17/2019	Murray State CC	Tishomingo, OK	2:00pm
10/20/2019	Rose State CC	Miami, OK	3:00pm
10/24/2019	NOC-Tonkawa	Miami, OK	5:00pm
10/27/2019	Seminole State	Seminole, OK	2:00pm
11/2/2019	Region Tournament	Miami, OK	TBA
11/3/2019	Region Tournament	Miami, OK	TBA

Schedule approved by Athletic Director _____ Date 8-7-19

Date	Opponent	Location	Time
8/13/2019	JBU**	Siloam Springs, AR	7:00pm
8/19/2019	OKW**	Bartelsville, OK	6:00pm
8/24/2019	Cowley County CC	Arkansas City, KS	4:00pm
8/27/2019	Neosho County CC	Miami, OK	7:00pm
8/30/2019	Coffeyville CC	Miami, OK	2:00pm
9/4/2019	State Fair CC	Miami, OK	7:00pm
9/6/2019	Ozark Christian College	Miami, OK	6:00pm
9/11/2019	Rich Mountain	Miami, OK	7:00pm
9/19/2019	EOSC	Wilburton, OK	3:00pm
9/22/2019	Murray State CC	Miami, OK	5:00pm
9/26/2019	Rose State CC	Midwest City, OK	3:00pm
9/29/2019	NOC-Tonkawa	Tonkawa, OK	4:00pm
10/1/2019	Crowder College	Neosho, MO	4:00pm
10/6/2019	Rich Mountain	Mena, AR	3:00pm
10/10/2019	St. Charles	St. Charles, MO	4:00pm
10/13/2019	EOSC	Miami, OK	5:00pm
10/17/2019	Murray State CC	Tishomingo, OK	4:00pm
10/20/2019	Rose State CC	Miami, OK	5:00pm
10/24/2019	NOC-Tonkawa	Miami, OK	7:00pm
	Region Tournament	Details to be determined	TBA

Schedule approved by Athletic Director _____ Date 8-12-19

NEO VOLLEYBALL

DATE	OPPONENT	LOCATION	TIME
August 20, 2019	Pitt State	Pittsburg, KS.	5pm
August 22, 2019	Independence CC	Miami, OK.	6pm
August 23, 2019	East Central Tournament	Union MO	3pm & 5pm
August 24, 2019	East Central Tournament	Union MO	9am & 11am
August 26, 2019	KCKCC	Miami, OK.	6pm
August 30, 2019	Highland CC Tournament	Highland, KS.	2pm & 8pm
August 31, 2019	Highland CC Tournament	Highland KS.	9am & 1pm
Sept. 6 2019	Coffeyville tournament	Coffeyville KS.	9am & 11am
Sept 7 2019	Coffeyville tournament	Coffeyville KS.	11am & 3pm
Sept. 9, 2019	Fort Scott	Miami, OK.	6pm
Sept. 11, 2019	Ottawa JV	Miami, OK.	6pm
Sept 13, 2019	Johnson County	Overland Park, KS.	4pm & 6pmSept.
Sept. 16, 2019	Fort Scott	Fort Scott, KS.	6:30pm
Sept. 18, 2019	Seminole	Miami, OK.	6pm
Sept. 20, 2019	Blinn Tournament	Blinn TX	9am & 1pm
Sept. 21, 2019	Blinn Tournament	Blinn, TX	11a & 5pm
Sept. 23, 2019	Independence CC	Independence, KS.	6:30pm
Sept. 25, 2019	Longview CC	Miami, OK.	6pm
Sept. 27, 2019	Cowley CC	Arkansas City, KS	10am & 2pm
Sept. 28, 2019	Cowley CC	Arkansas City, KS	11am & 3pm
Sept. 30, 2019	Labette CC	Labette, KS.	6:30pm
October 2, 2019	Longview CC	Lees Summit, MO.	6pm
October 8, 2019	Coffeyville CC	Miami, OK.	6pm
Oct. 10, 2019	Neosho CC	Chanute, KS.	6:30pm
Oct. 15, 2019	Seminole CC	Seminole, OK.	6pm
Oct. 17, 2019	Neosho CC	Miami, OK.	6pm
Oct. 22, 2019	Coffeyville CC	Coffeyville, KS.	6:30pm
Oct. 26, 2019	Coffeyville CC	Coffeyville, KS	TBD
Oct. 30, 2019	Labette CC	Miami, OK.	6pm

Schedule approved by Athletic Director _____ Date 8-7-19

NEO LADY NORSE Basketball

DATE	OPPONENT	LOCATION	TIME
October 8th	OKWU	Bartlesville OK	6pm
October 12th	Jamboree	Frisco TX	TBA
October 19th	Jamboree	Lawrence KS	TBA
October 27th	UAFS	Ft Smith ARK	10am
November 1st 2nd	Grayson Classic	Denison TX	5:30/11:00
November 5th	OKWU JV	Miami OK	5:30pm
November 6th	Coffeyville	Coffeyville KS	5:30pm
November 8th 9th	Hutchinson Classic	Hutchinson KS	5:30/1:30
November 15th 16th	State Fair Classic	Sedalia MO	5:30/1:00
November 21st	Seminole	Miami OK	5:30pm*
November 25th	NOC-Tonkawa	Tonkawa OK	5:30pm*
December 2nd	SAU	Miami OK	6pm
December 6th	MSSU JV	Miami OK	5:30pm
January 6th	SNU JV	Bethany OK	6:00pm
January 9th	NOC-Enid	Miami OK	5:30pm*
January 13th	Connors	Warner OK	5:30pm*
January 16th	Redlands	Miami OK	5:30pm*
January 20th	Murray St	Tishomingo OK	5:30pm*
January 23rd	Western	Altus OK	5:30pm*
January 27th	Eastern	Miami OK	5:30pm*
January 30th	Seminole	Seminole OK	5:30pm*
February 3rd	NOC-Tonkawa	Miami OK	5:30pm*
February 10th	NOC-Enid	Enid OK	5:30pm*
February 13th	Connors	Warner OK	5:30pm*
February 17th	Redlands	El Reno OK	5:30pm*
February 20th	Murray St	Miami OK	5:30pm*
February 24th	Western	Miami OK	5:30pm*
February 27th	Eastern	Wilburton OK	5:30pm*

Schedule approved by Athletic Director _____ Date 8-7-19

NEO BASKETBALL

DATE	OPPONENT	LOCATION	TIME
November 4, 2019	OKWU JV	Bartlesville, OK	7:00 PM
November 5, 2019	OKWU JV	Miami, OK	7:30 PM
November 6, 2019	Coffeyville CC	Coffeyville, KS	7:30 PM
Nov 11, 2019	Hutch	Hutchinson, KS	7:00 PM
Nov 13, 2019	MSSU JV	Joplin, MO	7:30 PM
Nov 15, 2019	Indian Hills	Ottumwa, IA	7:00 PM
Nov 16, 2019	Southeastern CC (IA)	Ottumwa, IA	4:30 PM
Nov 19, 2019	Southwest Christian JV	Miami, OK	7:30 PM
Nov 21, 2019	Seminole	Miami, OK	7:30 PM
Nov 25, 2019	Tonkawa	Tonkawa, OK	7:30 PM
Nov 28, 2019	Southern Ark Tech	Poplar Bluff, MO	5:00 PM
Nov 29, 2019	Roane State	Poplar Bluff, MO	5:00 PM
Nov 30, 2019	Three Rivers	Poplar Bluff, MO	7:00 PM
Dec 2, 2019	Link Year Prep	Miami, OK	7:30 PM
Dec 5, 2019	MSSU JV	Miami, OK	7:30 PM
Jan 9, 2020	NOC Enid	Miami, OK	7:30 PM
Jan 10, 2020	Southwest Christian JV	Bethany, OK	7:00 PM
Jan 13, 2020	Connors State	Warner, OK	7:30 PM
Jan 16, 2020	Redlands	Miami, OK	7:30 PM
Jan 20, 2020	Murray State	Tishomingo, OK	7:30 PM
Jan 23, 2020	Western Oklahoma	Altus, OK	7:30 PM
Jan 27, 2020	Eastern Oklahoma	Miami, OK	7:30 PM
Jan, 30 2020	Seminole	Seminole, OK	7:30 PM
Feb 3, 2020	NOC Tonkawa	Miami, OK	7:30 PM
Feb 10, 2020	NOC Enid	Enid, OK	7:30 PM
Feb 13, 2020	Connors State	Miami, OK	7:30 PM
Feb 17, 2020	Redlands	El Reno, OK	7:30 PM
Feb 20, 2020	Murray State	Miami, OK	7:30 PM
Feb 24, 2020	Western Oklahoma	Miami, OK	7:30 PM
Feb 27, 2020	Eastern Oklahoma	Wilburton, OK	7:30 PM

Schedule approved by Athletic Director _____ Date 8-7-19

NEO WRESTLING

DATE	OPPONENT	LOCATION	TIME
November 2nd, 2019	Blue / Gold Scrimmage	Miami, OK	12:00 PM
November 9th, 2019	Oklahoma City U Open	Oklahoma City, OK	9:00 AM
November 16th, 2019	Grandview U Open	Pleasant Hill, IA	9:00 AM
November 23rd, 2019	Lindenwood U Open	St Charles, MO	9:00 AM
December 7th, 2019	Drury U Open	Springfield, MO	9:00 AM
December 14th, 2019	Pratt Open	Pratt, KS	9:00 AM
January 10th/11th, 2020	NEO Duals	Miami, OK	9:00/9:00 AM
January 19th, 2020	Central Missouri U Open	Warrensburg, MO	10:00 AM
January 24th, 2020	Nebraska Kearney Duals	Kearney, NE	9:00 AM
January 25th, 2020	York College Open	York, NE	9:00 AM
February 1st, 2020	Missouri Valley College Open	Marshall, MO	9:00 AM
February 8th, 2020	NEO Open	Miami, OK	9:00 AM
February 22nd	National Qualifier	Miami, OK	9:00 AM
March 6th/7th, 2020	National Tournament	Council Bluffs, IA	9:30/10:30 AM

Schedule approved by Athletic Director _____ Date 8-7-19

NEO BASEBALL

Fall 2019 Schedule

DATE	OPPONENT	LOCATION	TIME
Sept 1st, 2019	Midwest Scout Team	Miami, OK (HS Field)	1:00 PM
Sept 8th, 2019	Go For The Show	Miami, OK (HS Field)	1:00 PM
Sept 15th, 2019	Glad Jupiter Team	TBA	TBA
Sept 17th, 2019	Carl Albert	Poteau, OK	1:00
Sept 22nd, 2019	ORU Festival	Tulsa, OK	TBA
	(Teams and Times TBA)		
Sept 28th, 2019	Joplin JUCO Showcase	Joplin, MO	TBA
	Coffeyville / St Louis CC		10am/4pm
Oct 3rdh, 2019	Evangel Univ	Springfield, MO	1PM
Oct 6th, 2019	Carl Albert	Miami, OK (HS?)	1PM
Oct 14th, 2019	UCO Festival	Edmond, OK	TBA
	(Teams and Times TBA)		
Oct 20th, 2019	Fort Smith Academy	Miami, OK (HS?)	1PM
Oct 24th, 2019	Evangel University	Miami, OK (HS)	1PM

Schedule approved by Athletic Director _____ Date 8/2/19

2019-2020
Central Plains Region
College Rodeo Schedule

Fall Rodeos (2019)

CCC (Colby, Ks.)	Sept. 20, 21, 22
SEOSU(Durant, Ok.)	Oct. 3, 4, 5
OSU (Stillwater, Ok.)	Oct. 10, 11, 12
NWOSU (Alva, Ok.)	Oct. 31, Nov 1,2

Spring Rodeos (2020)

KSU (Manhattan, Ks.)	Feb. 14, 15, 16
FSCC (Ft. Scott, Ks.)	Mar. 13, 14, 15
GCCC (Garden City, Ks.)	Apr. 3, 4, 5
SWOSU (Weatherford, Ok)	Apr. 9, 10, 11
FHSU (Hays, Ks.)	Apr. 17, 18, 19
PSU (Guymon, Ok)	Apr. 23, 24, 25

V. 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 said the members of the LU administration who are usually in attendance at Board meetings are not present today because the Langston campus was hit hard by a recent storm. He said it actually looks as though a tornado went through campus with numerous downed trees, and one-third of the campus is without power.

President Smith referenced Item A-2 in the Agenda, noting that LU has many Complete College America highlights, but one he is most proud of is that LU had the second largest increase in the United States of percentage of students enrolled in 15 or more credit hours in their first semester. This has increased from 30 percent in 2016 to 80 percent in 2018 and he believes LU will hit the 90 percent mark this upcoming fall 2019 semester. The reason that increase is important is there is national data which indicates that when students take a minimum of 15 credit hours per semester or complete 30 credit hours in an academic year, they are much more likely to make it to graduation. With over 70 percent of LU's enrollment being first-generation college students, it certainly makes a difference. The percentage of students who completed 30 or more credit hours during their first academic year has tripled and the administration is proud of that fact. From an enrollment standpoint, the goal was 600 new freshmen with a stretch goal of 650 freshmen. He is proud to report that the final number after the add/drop period was 676 freshman enrollments. This is the second largest freshman class in LU history. President Smith said he is proud not only of the number of students, but also the academic makeup of the class. This freshman class has a 2.96 average GPA and a 17 average ACT score. There are 76 honor students in this freshman class. The quality of students continues to rise, and the goal is to bring in an additional 100 new freshmen next year.

D-1 Approval of personnel actions

Regent Davis moved and Regent Milner seconded to approve Item D-1, as presented in the LU Agenda.

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

G-1 Peace officer commission

Commission:	Badge No.
Mark Morgan	783

Regent Hall moved and Regent Anthony seconded to approve Item G-1, as presented in the LU Agenda.

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

H-1 Approval of Engagement Amendment with Deloitte & Touche LLP

President Smith said Deloitte & Touche LLP (Deloitte) was brought in to assist LU with its financial operations and to prepare for the upcoming audit. This partnership has gone well and this item is to extend the engagement agreement with Deloitte for financial assistance beyond the audit. He said he would like to publicly thank Michelle Finley and Rick Brewster from the Board's Office of Internal Audit (IA) for their work on these efforts. From an audit standpoint, he believes the University is on track.

Regent Burns asked what the timeline might be on reaching the financial goals for the University. President Smith said he does not know that there is a specific end date. He said Joe Weaver, Senior Vice President for Administration and Finance at OSU, has cautioned him not to have a true end date because as they enter into this integrated services arrangement there will be new things discovered that could extend the timeline. He believes by January there will be many more processes in place for oversight reports to pinpoint things as they are happening. Mr. Weaver said his staff's view of this situation is to prepare for next year's audit during the current year so the financial statements will accurately reflect the activity, and also so the necessary processes and procedures will be in place.

Regent Anthony said this issue is a very opportunistic collaboration between IA, Deloitte, and Mr. Weaver and his team to work together to solve a very serious problem that is urgent and important.

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

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

H-2 Execution of three Memoranda of Understanding with OSU

Regent Link said this item is for shared services between LU and OSU to work towards a solution for LU's financials. President Smith said this integrated work has already started, because OSU is already working on FY 2020. It was desired to begin that work as soon as possible to set everyone up for success on next year's audit. He expressed appreciation to Mr. Weaver and his team for their receptiveness on helping with this matter.

Regent Callahan said he believes this is a great move in the right direction for LU and he applauds everyone for working together. He is excited for the possibilities. Regent Link said this is a critical and extremely important solution that is being worked towards. He knows it takes time to get the

needed work done and put a solution in place, and he wants to reiterate that there are two people who are ultimately responsible for accomplishing this: President Smith and Mr. Weaver. He knows it will get done, but he wants to ensure they understand the critical importance of this matter and that the Board is looking to them to get it accomplished using whatever resources necessary. President Smith said he understands.

Regent Davis said this is not just about LU; it is a broader thing for the A&M System as well. The integrated services that Mr. Weaver is helping with shows opportunity to integrate even more between the institutions. He expressed appreciation to Mr. Weaver and his staff for their work. President Smith said he has mentioned to a couple of his colleagues his belief that this is a model that is forthcoming as a System. He said LU could not function without the help of OSU behind the scenes in many areas and it is great that LU can be a model for the System.

Regent Anthony said he would like to acknowledge and express appreciation to Ms. Finley and her team at IA for doing a great deal of work and spending many hours on this issue.

> Regent Callahan moved and Regent Burns seconded to approve Item H-2 as presented in the LU Agenda.
>
> Those voting aye: Board Members Anthony, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: Arthur. The motion carried.

USDA Grants Update

President Smith said he would like to update the Board on the United States Department of Agriculture (USDA) Grant matter. He said LU is very close to a resolution and it is expected to have a final answer this coming week from the National Institute of Food and Agriculture and the USDA. He said LU would not be where it is on this matter without the help of IA and he expressed appreciation to the IA staff. It is hoped to have a final conclusion on this matter for the Board soon.

I-1 Ratification of interim approval to engage Belfor for emergency disaster and property recovery services

President Smith said there was a flood during the summer from a hot water heater bursting. An interim approval was requested to make the repairs to the dorms before freshmen move in for the fall semester.

> Regent Hall moved and Regent Watkins seconded to ratify the interim approval as presented in Item I-1 of the LU Agenda.
>
> Those voting aye: Board Members Anthony, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: Arthur. The motion carried.

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

LANGSTON UNIVERSITY

Langston, Oklahoma

Agenda for the Regular Meeting of the Board of Regents for OSU and the A&M Colleges

September 13, 2019

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 Chief Procurement 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. Remarks by President Smith
2. Complete College America Highlights
3. Preliminary Enrollment and Retention Update for Fall 2019

B – RESOLUTIONS

None

C - POLICY AND OPERATIONAL PROCEDURES

None

D - PERSONNEL ACTIONS

1. Board approval is requested for the following personnel actions:

Name	Action	Effective Date	Salary/Rate
Dr. Kimberly Stormer	Employ as Chair/Assistant Professor/Educator Preparation Programs (tenure-track), School of Education & Behavioral Sciences	07/01/2019	$70,000.00 annually
Dr. Wonderful Faison	Change status **from** Assistant Professor (tenure-track) **to** Assistant Professor and Chair (tenure-track), Department	08/05/2019	$58,000.00 annually

	of English, School of Arts & Sciences, 9-month basis		
Carl Collins	Employ as Assistant Band Director/Instructor (non-tenure track), School of Arts and Sciences, 12-month basis	07/01/2019	$35,000.00 annually
Dr. Moushumi Biswas	Employ as Assistant Professor (non-tenure track), Department of English, School of Arts and Sciences, 9-month basis	08/05/2019	$50,000.00 annually
Lindsay Katzir	Employ as Assistant Professor (tenure-track), Department of Family and Consumer Sciences, School of Arts and Sciences, 9-month basis	08/05/2019	$50,000.00 annually
Dr. Emisha Young	Employ as Assistant Professor (non-tenure track), Department of English, School of Agriculture and Applied Sciences, 9-month basis	08/05/2019	$58,000.00 annually
Dr. Kamal Gosh	Employ as Assistant Professor of Fisheries and Allied Aquaculture (tenure-track), Department of Agriculture, School of Agriculture and Applied Sciences, 12-month basis	08/05/2019	$65,000.00 annually
JoAnn Clark	Employ as Instructor, School of Nursing and Health Professions, 9-month basis	8/05/2019	$50,000.00 annually
Cicely Henson	Employ as Instructor (non-tenure track), School of Nursing and Health Professions, 9-month basis	8/05/2019	$50,000.00 annually
Ashley Totten-Gilbert	Employ as Instructor (non-tenure track), School of Nursing and Health Professions, 9-month basis	8/05/2019	$51,000.00 annually
Nafiul Siddique	Employ as Assistant Professor (tenure-track),	8/05/2019	$55,000.00 annually

	Department of Technology, School of Arts and Sciences, 9-month basis		
Bridget Rebeck	Employ as Visiting Instructor (temporary non-tenure track), Department of Communications, School of Arts and Sciences, 9-month basis	08/12/2019	$47,124.00 annually
George Backoulou	Employ as Visiting Assistant Professor of Biology (temporary non-tenure track), School of Arts and Sciences, 5-month basis	08/12/2019	$25,000.00 annually
Dr. Sheilynda Stewart	Employ as Associate Vice President, Assessment and Accreditation, 12-month basis	08/19/2019	$95,000.00 annually
Doris Jones	Employ as Instructor of Mathematics (temporary non-tenure track), School of Arts and Sciences, 5-month basis	08/12/2019	$23,250.00 annually
Norman St. Amant	Employ as Acting Director of University College, 12-month basis	08/05/2019	$65,000.00 annually
Philip Stitt	Ratification of Interim Approval to employ as Head Men's Basketball Coach	06/18/2019	$70,000.00 annually
Stephen Taylor	Employ as Assistant Men's Basketball Coach	07/09/19	$41,200.00 annually
Kevin Griffin	Employ as Linebacker Coach/Assistant Defensive Coordinator	07/012019	$35,000.00 annually
Dr. Steve Zeng	Promote to Professor with tenure	07/16/2017	$1,500 one-time increase to base salary

2. The following personnel items are listed for informational purposes only:

Name	Title	Type	Effective Date	Service Time
Robert Hendon	Assistant Men's Basketball Coach	Resignation	06/30/2019	3 years
Jodi Delgado	Instructor, Family and Consumer Sciences	Resignation	06/30/2019	3 years
Melisa Verdin	Instructor, School of Nursing and Health Professions	Resignation	06/31/2019	6 months
Dr. Marsha Herron	Acting Dean, School of Education and Behavioral Sciences	Resignation	08/05/2019	6 years
Dr. Mark Muzere	Associate Professor, School of Business	Resignation	08/05/2019	10 years
Dr. Fariborz Aref	Assistant Professor, School of Arts and Sciences	Resignation	08/08/2019	6 years
Dr. Nicole Been	Assistant Professor, School of Education and Behavioral Sciences	Resignation	08/16/2019	7 years
Alice Strong-Simmons	Associate Vice President for Academic Affairs, Langston University – OKC Campus	Non-Renewal	06/30/2019	15 years

E - INSTRUCTIONAL PROGRAMS
None

F - BUDGETARY ACTIONS
None

G - OTHER BUSINESS AND FINANCIAL MATTERS

1. Peace officer commissions:

NAME	CAMPUS
Mark Morgan	LU

H - CONTRACTUAL AGREEMENTS (other than construction and renovation)

1. Approval of Engagement Amendment with Deloitte & Touche LLP. The amendment outlines the scope of work for an additional 3,300 hours at a total cost not to exceed $561,000.00. This expenditure will be covered through legally available funds. Further details are available in Reference Document 1.

2. Langston University is in the process of executing three Memoranda of Understanding with Oklahoma State University, for accounts receivable, integrated services, accounts payable, accounting, procurement integrated services, and budget integrated services, effective September 13, 2019. Further details are available in Reference Document 2.

I - NEW CONSTRUCTION OR RENOVATION OF FACILITIES

1. Ratification of interim approval to engage Belfor for emergency disaster and property recovery services to remediate the effects of a flood which occurred within Centennial Court Apartments on our Langston Campus. The recovery efforts were urgently needed to ensure remediation could be completed prior to freshman move-in on July 26, 2019. We are requesting Board approval to continue the build back of the Langston University – Centennial Court Apartments housing facility at an estimated cost of $175,000.00. The final out-of-pocket cost to Langston University for this project is anticipated to be a $50,000.00 deductible after reimbursement from our insurance carrier. Funding for this expenditure is available through account 326006.

J - PURCHASE REQUESTS

None

K - STUDENT SERVICES/ACTIVITIES

None

L - NEW BUSINESS UNFORESEEN AT TIME AGENDA WAS POSTED

None

M - OTHER INFORMATIONAL MATTERS NOT REQUIRING ACTION OF THE BOARD

1. OSRHE FTE Employee Report for fiscal quarter April 1, 2019 – June 30, 2019, included as Reference Document 3.

All items listed above are respectfully submitted for your approval.

Sincerely,

KENT J. SMITH, JR.
PRESIDENT

Deloitte.

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August 30, 2019

FIRST AMENDMENT TO STATEMENT OF WORK #4

Deloitte Risk and Financial Advisory[1] ("Advisor" or "we" or "us") is pleased to submit this first amendment ("First Amendment") to our Statement of Work #4 executed on May 17, 2019 ("Statement of Work") between Oklahoma Agriculture and Mechanical Colleges System's ("OSU/A&M's") Langston University ("Client" or "you") and Advisor. Except as noted in this First Amendment, all terms and conditions, including defined terms, are the same as stated in the Engagement Letter between Advisor and OSU/A&M, dated July 12, 2018, including the General Business Terms thereto.

Specifically, we are updating the Fees and Timing section of Statement of Work #4. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend Statement of Work #4 as set forth below (the "Amendment"). Capitalized terms that are used herein, but that are not defined, shall have the same meaning as in the Engagement Letter. The purpose of this Amendment is to confirm the terms of our engagement to provide the services described in SOW#4.

Accordingly, the Fees and Timing section of the Statement of Work will be deleted in its entirety and replaced with the following:

FEES AND TIMING

Our professional services will be invoiced on an hourly basis in accordance with the rate schedule below:

IA Resource Rates	Hourly Rates	Hourly Rates
Level (Approximate Years of Experience)	**Through - 5/31/2019**	**6/1/2019 - 5/31/2020**
Principal, Partner, Managing Director (12+)	$273	$281
Senior Manager (7+)	$244	$251
Manager (5+)	$224	$231
Senior Consultant (2+)	$185	$191
Consultant	$152	$157
Senior Associate	$110	$113
Associate	$90	$93

[1] As used in this letter, "Deloitte Risk and Financial Advisory" means Deloitte & Touche LLP.

Subject Matter Advisor Rates		
Level (Approximate Years of Experience)	**Through - 5/31/2019**	**6/1/2019 - 5/31/2020**
Principal, Partner, Managing Director (12+)	$300	$309
Senior Manager (7+)	$268	$276
Manager (5+)	$246	$253
Senior Consultant (2+)	$209	$215

The number of hours for the project are estimated not to exceed 3,300 hours at a blended rate not to exceed $170 per hour based on the rate schedule above. The total professional fee cost (excluding reasonable travel) is estimated to not exceed $561,000. The blended rate or total project cost will not fluctuate unless approved in advance and with prior written consent by the Langston President or his designee. Any additional hours are to be approved in advance and with prior written consent by the President of Langston. Reasonable travel and other expenses will be billed at actual cost, are not expected to exceed 12% of total professional fees for this engagement. Each invoice will be accompanied with copies of itemized receipts for all actual expenses incurred unless Federal US per diems are used. Alcohol will not be reimbursed. All invoices will be due and payable pursuant to SOW#4.

The hourly rates are based upon our current understanding of the requirements, our roles and responsibilities, any assumptions set forth in the Agreement, and active participation of Langston's management and other personnel, as described in this Statement of Work #4. Based on our experience, issues sometimes arise that require procedures beyond what was initially anticipated. If this should occur, we will discuss it with you prior to performing any additional work.

During the term of this engagement, Langston may request that Deloitte & Touche perform additional services that are not encompassed by this engagement letter. Deloitte & Touche may perform such additional services upon receipt of a separate signed engagement letter with terms and conditions that are acceptable to Deloitte & Touche and Langston.

Except as expressly amended hereby, the Engagement Letter, the Statement of Work #4, and any previous amendments thereto, if any, shall remain in full force and effect in accordance with its terms.

The Engagement Letter and Statement of Work #4, as modified by this Amendment, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior understandings, proposals, negotiations, and communications, oral or written, between the parties or their representatives with respect to the subject matter hereof.

* * * * * *

Please indicate your acceptance of this Amendment by signing in the space provided below and returning it to us. A duplicate of this Amendment is provided for your records.

Very truly yours,

Deloitte & Touche LLP

By: Shawn Kilchrist

Shawn Kilchrist, Managing Director

Accepted and Agreed to by **Langston University** (component institution of Oklahoma State University and Agriculture and Mechanical Colleges System):

By: _____

Title: President

Date: 9/5/2019

Langston University is in the process of executing three Memoranda of Understanding with Oklahoma State University, for accounts receivable integrated services, accounts payable/accounting/procurement integrated services and budget integrated services, effective September 13, 2019.

The accounts receivable integrated services memorandum of understanding details the business office support functions that include but are not limited to accounts receivable, cash receipts and deposits, the billing process, tax forms, collections and training.

The accounts payable, accounting and procurement integrated services memorandum of understanding details the business office support functions that include but not are limited to accounts payable and the procurement process, claim submissions, travel reimbursements, interdepartmental invoices, tax forms, financial reporting and training.

The budget integrated services memorandum of understanding details the business office support functions that include but are not limited to budget development, salary planner and training.

The estimated cost of this expenditure is $215,000 annually, which encompasses all three functions, and will be covered from legally available funds.

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: Langston University (Institution) Dr. Kent Smith Jr. (President)

Subject: FTE Employee Report for Fiscal Quarter Ending 6 / 30 / 2019 (Mo. Day Yr.)

The following information is provided pursuant to 74 O.S. 1981, Section 3602.[2]

FTE EMPLOYEE CATEGORIES

	Educational & General Budget Part I			Educational & General Budget Part II			Agency Accounts: Other			Sub-Total			Total FTE
	Faculty	Other		Faculty	Other		Faculty	Other		Faculty	Other		
		Regular	Student		Regular	Student		Regular	Student		Regular	Student	
A. FTE Employees for Reported Fiscal Quarter	89.84	176.78	10	23.36	26.79	3.3	0	19.49	35	113.20	223.06	48.30	384.56
B. FTE Employees for Fiscal Quarter Immediately Preceding Reported Quarter[3]	108.95	170.31	4.72	26.58	27.66	1.44	0	20	25.63	135.53	217.97	31.79	385.29
C. Increase or Decrease in FTE Employees (Item A minus Item B)	19.01	6.47	5.28	-3.22	-.87	1.86	0	-.51	9.37	-22.33	5.09	16.51	-.73
D. Comparable Quarter Last Year	92.21	174.47	13	18.38	29.14	6.26	0	19.76	22.40	110.59	223.37	41.66	375.62

[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 part-time 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 519 hours (173 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.

VI. 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 Doc. No. 1-9-13-19.)

President Hargis expressed appreciation for the thousands of condolences that have been received with regard to T. Boone Pickens' passing. He introduced Dr. Pam Ehlers, Director of OSU Career Services, and Dr. Douglas Hallenbeck, Vice President for Student Affairs.

Dr. Hallenbeck said OSU has an outstanding Career Services center that serves not only its students but the entire State of Oklahoma to provide a quality workforce. He wanted to take this opportunity to brag about Dr. Ehlers and her department for the work they do. He said 87 percent of all students that come to college want to have a job when they graduate. Of those 87 percent, approximately 34 percent do not really know how to achieve that goal. OSU achieves 4,900 student appointments annually and employs 15 career consultants across all colleges of the University as well as athletics and the Alumni Center. Those career consultants are trained specifically in how to prepare students for the world of work and stay very busy. They offer over 241 events annually on this matter. Employers tell the staff at OSU that what the students learn in the classroom is excellent, but they also need to learn other skills. There are eight career competencies that have been developed by the National Association of Colleges and Employers on which OSU trains the students. Those include how to use technology, the importance of teamwork, the importance of communication, critical thinking, leadership, professionalism, career management, and cultural understanding, which is one of the main things that employers want students to understand. It is important for students to know how to interact with those who differ from themselves.

A-2 Presentation by Dr. Pam Ehlers, Director of OSU Career Services

Dr. Ehlers made a presentation to the Board regarding OSU Career Services (a copy of which is attached to this portion of the minutes as ATTACHMENT A and considered a part of these minutes). Dr. Ehlers highlighted the information in the presentation, noting that the data provides a snapshot of what OSU Career Services (CS) does throughout the year.

Regent Burns referenced page 7 of the presentation and asked if the 80 percent of graduates who find employment within six months after graduation are employed within their academic major. Dr. Ehlers said there is no way of tracking that data specifically. What is interesting in employment data is that there has never been a standard on how to best collect this data. It is desired to obtain that data, but trying to find the way to do so is difficult.

Regent Watkins asked if a student has options through CS to help them feel more comfortable during job interviews. Dr. Ehlers said they do; the career consultants will meet with students one-on-one to do mock interviews. There are also online mock interviews available if the student prefers to practice within their residence. There are numerous programs available to help students. Regent Watkins asked if every student enrolled at OSU has access to these services. Dr. Ehlers said any current OSU student or Alumni Association member has access to these resources and services.

Regent Burns asked if any follow-up interviews are done to see how students are doing five to ten years after graduation. Dr. Ehlers said Institutional Research does collect one-year and five-year post-graduation data in a cohort. To her recollection that process is done every other year. Regent Burns asked if an income range is collected through that cohort. Dr. Ehlers said it is not, but there is some data that the U.S. Department of Labor is looking to collect because now with everything available electronically, income tax returns are accessible. O*NET OnLine is a program available that has the average salary information for each academic major, academic area, or career, that is pulled from each state's Department of Labor information. Regent Link asked if those statistics are averages and whether she can find out where OSU graduates are working and their wages. Dr. Ehlers said there is a 72 percent response rate on OSU graduates, so they are attempting to collect that data, though it is not 100 percent and it is not across all majors.

Regent Link asked if CS is geared toward juniors and seniors in college. Dr. Ehlers affirmed this. Regent Link asked when the career path advising process begins. Dr. Ehlers said CS serves students "from admission to position." All of the career consultants both in the central office and the colleges are trained career development facilitators, and all have experience in working with students to help them determine a major. A career class is offered to freshman students that will help them in their decision-making, or they can visit with a career consultant and take an assessment to help them work through their decision. There are two certified career counselors on staff. Regent Burns asked if students take advantage of these services to help them decide their majors. Dr. Ehlers said they certainly do.

Regent Link asked if there is a formal program for student internships. Dr. Ehlers said there is not a formalized internship program, but each of the departments within each college does internships differently. Some majors require internships, some do not. In her experience, employers today are hiring interns, and many are saying if the student does not do an internship with them they will not hire that student full-time. The trend for employers is to hire from their intern pools; so when OSU has its big career fair, many employers are hiring interns as well as full-time employees.

Regent Burns complimented Dr. Ehlers and her department, saying he has heard great things about what they are doing. President Hargis noted that CS helps students obtain jobs both on and off campus. Dr. Ehlers affirmed this and noted that CS has a huge student employment program. There are over 8,000 students working on the OSU campus every year, and many of those are working within their majors. She would like to see that number increase so they can help students gain experience within their chosen field of work before graduation.

B-1 Adoption of Memorial Resolutions

President Hargis presented information to recognize the service of the individuals listed and noted that the statements for each individual as prepared by their respective departments are listed under Section B of the OSU Agenda. President Hargis presented the Memorial Resolutions and recommended their adoption. (A copy of the Memorial Resolutions are attached to this portion of the minutes and collectively identified as ATTACHMENT B.)

> Regent Anthony moved and Regent Davis seconded to adopt the Memorial Resolutions listed in Item B-1, as presented in the OSU Agenda.

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

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

C-1 Request to change name of the Center for Veterinary Health Sciences back to the College of Veterinary Medicine

Provost Sandefur said he is pleased to present this item on behalf of Dean Carlos Risco, the faculty, staff, and alumni of the Center for Veterinary Health Sciences. He noted details and an explanation of this name change are listed under Item C-1 in the OSU agenda. This item was discussed by the Academic Affairs, Policy and Personnel (AAPP) Committee at its meeting this morning.

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

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

Regent Davis said that he studied some of the rationale for this name change, and noted that of the other 30 veterinary colleges in the United States, OSU's program is the only one that does not have college in its name. A large part of the searching that happens on the Internet causes OSU's veterinary program to not even be listed on the first four or five pages of results as a possible school to attend. That is a large part of the rationale behind this change. Chairman Link said the name change makes a lot of sense.

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

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 32 new appointments, 35 changes in title, rate, or appointment, and 1 sabbatical leave request. For information, 3 retirements and 4 separations are included. Provost Sandefur noted that personnel items 55 and 60 are ratification of interim approvals received by Board CEO Jason Ramsey in August.

Regent Anthony moved and Regent Burns seconded to approve the personnel items and ratify the interim requests as presented in Item D-1 of the OSU Agenda.

Those voting aye: Board Members Anthony, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: Arthur. 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. Provost Sandefur said this item was discussed by the Academic Affairs, Policy and Personnel (AAPP) Committee at its meeting this morning and, if approved, these requests will be sent to the Oklahoma State Regents for Higher Education (OSHRE) for their consideration and approval.

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

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

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

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

G-1 Peace officer commissions

Commission:

OSU Stillwater	Commission No.
William Blake Patterson	779
Roger William Osiek	780
Christopher Scott Royston	781
Tyler V. Williams	782

G-2 Ratification of Interim Board approval granting authority for KOSU to renew lease with Hart Partners and make payments under the lease, of an estimated amount of $110,000 annually for a term of five years

G-3 Actions required to refund financed debt on capital projects

a. Solicit a financing team and take necessary action to issue general revenue bonds for the refunding of general obligation bonds and debt initially financed through Oklahoma Development Finance Authority Master Lease Program.

b. Purchase the items in accordance with the OSU Purchasing Policies and Procedures

G-4 Actions required to finance potential new capital projects

a. Seek legislative authorization, solicit a financial team, and take necessary action to issue general revenue bonds financing capital projects, plus the cost of issuance.

b. Purchase the items in accordance with the OSU Purchasing Policies and Procedures

c. Declare official intent to reimburse University funds with borrowed funds

G-5 Renewal of lease agreement between KOSU and City of Ponca City, Oklahoma

G-6 Naming of the new Center for Veterinary Health Sciences classroom building

G-7 Renaming of the Unmanned Systems Innovation Laboratory to Excelsior

G-8 Permission to withdraw approval to accept Gift-in-Kind donation of Karsten Creek Golf Course

Regent Anthony said he wholeheartedly supports the cost savings efforts with regard to Item G-3, but he would like to see further information including details on the amounts of cost savings as well as details on the companies who will do the refunding. He did not see these details in the supporting documentation. Mr. Weaver said the item is a request to solicit the team to achieve the refund. There is tremendous opportunity for the refinancing of $150 million in debt, which would save the University approximately $20 million. Regent Anthony said he is supportive of the project, but he is a bit hesitant to approve the item without knowing the specific details and amounts. Mr. Weaver said if this item is approved, OSU can solicit a team and bring those details forward at a future Board meeting.

Regent Burns asked if Item G-3 will be amended to approve Item G-3.a. and withdraw G-3.b. Mr. Weaver affirmed this. Regent Burns said he is very supportive of OSU refinancing debt for cost savings, but he agrees he would like to know the details before authorizing the purchasing request under G-3.b. Regent Anthony said the other aspect of this item is that the cost to refinance is not insignificant. He said it is important to him to know what companies are being considered and at what cost. Mr. Weaver said the administration would not bring a refinance forward without a bare minimum of 3 percent savings. Regent Anthony said it will be helpful to know the anticipated savings. Mr. Weaver said it is anticipated OSU will save around $1.5-$2.0 million per year, totaling approximately $20 million over the life of the debt. Regent Burns asked if that is net after the administrative fees. Mr. Weaver affirmed this.

Regent Anthony moved and Regent Burns seconded to approve Section G, Items 1-8, excluding Item G-3.b., in the OSU Agenda.

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

H-1 Amendments to contributions plans

H-2 Enter into agreements with finalist benefit respondents

H-3 Approval to execute a contract for support services with OSU Research Foundation

Regent Davis moved and Regent Callahan seconded to approve Section H, Items 1-3, as presented in the OSU Agenda.

Regent Anthony asked if there was success in negotiating with vendors in regard to Item H-2. Mr. Weaver said OSU will have a vendor in place for benefits enrollment.

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

Mr. Weaver said Items I-1 through I-4 were discussed with members of the Fiscal Affairs and Plant Facilities (FAPF) Committee during its meeting this morning.

I-1 Begin selection process for an architectural firm to assist OSU with the design and construction of a Transportation Operation and Maintenance Facility (TOMF)

I-2 Begin selection process for a construction management firm to assist OSU with the design and construction of a Transportation Operation and Maintenance Facility (TOMF)

Regent Milner said the FAPF Committee met with the OSU administration regarding these items and acted to recommend Board approval.

Regent Milner moved and Regent Burns seconded to approve Items I-1 and I-2, as presented in the OSU Agenda.

Regent Anthony asked if the site of the TOMF facility is on Lakeview Road in Stillwater. Mr. Weaver affirmed this, and said it will be right next to the compressed natural gas station.

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

I-3 Selection of construction management firm to assist OSU with design and construction of a new flight training center

Regent Milner said the FAPF Committee met with the OSU administration regarding this item and acted to recommend Board approval of Lippert Bros., Inc.

Regent Milner moved and Regent Davis seconded to approve the selection of Lippert Bros., Inc., as the construction management firm to assist OSU with the design and construction of a new flight training center, as presented in Item I-3 of the OSU Agenda.

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

I-4 Increase budget for spaces in the Legacy Plaza West Tower project

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

> Regent Milner moved and Regent Hall seconded to approve Item I-4 as presented in the OSU Agenda.
>
> Those voting aye: Board Members Anthony, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: Arthur. The motion carried.

J-1-4 Approval of Purchase Requests

Mr. Weaver noted that five of the items listed in the purchase requests are ratifications of interim approvals.

> Regent Anthony moved and Regent Callahan seconded to approve Section J, Items 1-4, including ratification of the listed interim approvals, as presented in the OSU Agenda.
>
> Those voting aye: Board Members Anthony, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: Arthur. The motion carried.

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

OSU Career Services

Career Services Facts

87% of students report they attend college to find a job [1]

15 career consultants campus wide

34% of students say they are confident in their job search [2]

100% of career consultants become certified Global Career Development Facilitators

4,866 student appointments annually

241 career development events offered annually

1. Leal, F. (2015, July 30). Survey: Most high school students feel unprepared for college, careers. Retrieved from https://edsource.org/2015/survey-most-high-school-students-feel-unprepared-for-college-careers/83752
2. 2017 College Student Survey: A National Representative Survey of Currently Enrolled Students. (n.d.). Retrieved from https://cdn2.hubspot.net/hubfs/5257787/Gallup-%202017%20College%20Student%20Survey/Strada_Gallup_January%202018%20Student%20Survey%20Report.pdf

Career Competencies

Career Readiness Defined. (n.d.). Retrieved from https://www.naceweb.org/career-readiness/competencies/career-readiness-defined/

Student Engagement

4,866
Career Advising Appointments

7,110
Career Assessments Taken

455
Mock Interviews Conducted

299
Workshops & Presentations

8,478
Students Attended Career Fairs

4,167
On - Campus Interviews

1,000+
Students Reached in Career Classes

Employer Engagement

1,623

Employers hosted on-campus for recruiting activities

1,222 → Employers registered for career fairs

3,432 → Employers posted jobs on the Hire System

4,167 → On-Campus Interviews

10,905 → Jobs posted by employers on the Hire System

What Employers Say About OSU Students

94% of employers are satisfied with student resumes

" I appreciate OSU students' professional resumes. When the students are prepared, it makes my job easier. "

Farmers Insurance

80% of employers agreed candidates could sell themselves in interviews

" Students answered situational questions with expert ease, can tell they've been practicing. "

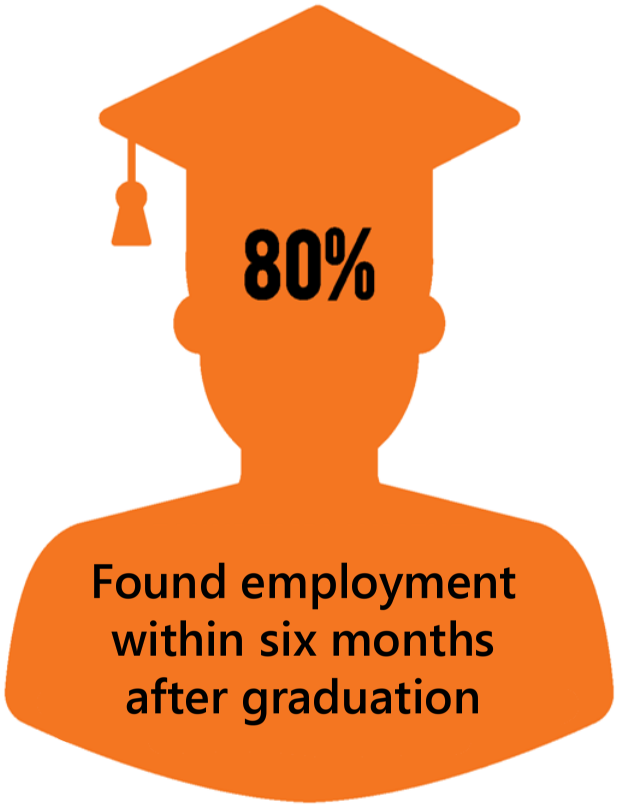
Williams Companies

93% of career fair employers said students had a prepared knowledge of their company

" I was impressed when a student started a conversation with prior knowledge of our recent expansion project. She knew which cities we were going to next. Hopefully, we can send her to one of those new job sites! "

E&J Gallo Winery

Where OSU Students Are Going



Based on voluntary graduation survey where graduates have indicated seeking employment

Oklahoma

Colorado

Texas

Missouri

Kansas

Others

Questions

" The services through career services allowed me to find two internships while at OSU and a full-time job post-graduation. I am very thankful for your help. "

" Career Services has come in handy countless of times for me and a fair amount of friends on trying to navigate through college and make our way into the workforce. "

" HireOSUgrads is where I got my job in Dallas and it truly is the best asset Okstate students have. It's great and I love how you know they are specifically looking for OSU grads when they are interviewing. "

" Thank you for all you do to provide students opportunities to succeed. The emphasis Oklahoma State puts on career readiness and job preparation is what helps students to think ahead past their degree, and really see themselves as a part of the workforce. "

MEMORIAL RESOLUTION

WHEREAS, it has been called to the attention of the Board of Regents for Oklahoma State University and the Agricultural and Mechanical Colleges that Thomas G. Bertenshaw, Professor, Emeritus, and Department Head, Retired, Engineering Technology, was claimed by death on July 4, 2019; and

WHEREAS, Dr. Bertenshaw, by his loyalty, attention to duty, and faithful performance rendered service as a faculty member of Oklahoma State University from August 15, 1985, to the date of his retirement, August 1, 2009, 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. Bertenshaw 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 reflected in the minutes of the Board and a copy sent to the family of Dr. Bertenshaw.

Adopted by the Board the 13th day of September, 2019.

Tucker Link, Chair

MEMORIAL RESOLUTION

WHEREAS, it has been called to the attention of the Board of Regents for Oklahoma State University and the Agricultural and Mechanical Colleges that Ruth L. List, Professor, Emeritus, and Director, Retired, Human Development and Family Sciences, was claimed by death on July 13, 2019; and

WHEREAS, Professor List, by her loyalty, attention to duty, and faithful performance rendered service as a faculty member of Oklahoma State University from September 1, 1966, to the date of her retirement, July 1, 1985, and as a citizen worthy of commemoration and respect; and

WHEREAS, her friends and Oklahoma State University have suffered irreparable loss in her 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 Professor List to the State of Oklahoma and its citizens, to express respect to her 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 reflected in the minutes of the Board and a copy sent to the family of Professor List.

Adopted by the Board the 13th day of September, 2019.

Tucker Link, Chair

VII. PUBLIC COMMENTS

Chairman Link 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. There being none who wished to come forward, the Board continued with its business.

VIII. COMMITTEE REPORTS

Fiscal Affairs and Plant Facilities Committee

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

Academic Affairs, Policy and Personnel Committee

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

Regents' Steering Committee re: NEO A&M College Presidential Selection Process

Regent Callahan reported that a Presidential Search Committee has been formed and is comprised of 19 members. He said this Committee is representative of the many different stakeholders of the College. The first meeting of this Committee will be held next week on the NEO A&M campus in Miami. At that meeting, it is hoped the position description and selection criteria will be finalized. There will also be discussion regarding the process for reviewing applicants. Advertisement for the position of President has been placed and applications are currently being received with an application deadline of October 1, 2019. He encouraged the Regents if they know of any persons qualified for this position to please encourage them to apply.

Audit, Risk Management and Compliance Review Committee

None

Planning and Budgets Committee

None

IX. OTHER BOARD OF REGENTS' BUSINESS

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

None

B. Resolutions

1. Memorial Resolution for Former Regent Dr. Isabel Louise Keith Baker
2. Memorial Resolution for Former Regent Ronald Ray "Rusty" Martin

(A copy of the Memorial Resolutions are attached to this portion of the minutes as ATTACHMENT A and considered a part of these minutes.)

Regent Callahan moved and Regent Burns seconded to adopt the Memorial Resolutions listed in Section B, Items 1 and 2, as presented.

Regent Burns said he did not know Mr. Martin, but he did know Dr. Baker, and she was a firecracker and was a great Regent. She will be missed.

Regent Callahan said he knew Rusty Martin very well and worked with him a lot over the years. He said Mr. Martin bled orange and had a passion for OSU. Regent Anthony said Mr. Martin was also a good football player; he was an all-conference lineman in the 1960s.

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

C. Policy and Operational Procedures

1. Revisions to Board Policy 1.17 - Requests by the Public for Information or to Present Matters to the Board

Regent Link noted with regard to Board Policy 1.17 that the Board is not trying to avoid public comments; rather, this is an effort to be organized and better prepared to respond to and address any public information issues. That is the reason for the modification to this policy.

Mr. Ramsey said he would like to recognize Clint Pratt, Assistant General Counsel, for his work on that policy revision. Mr. Pratt researched what other institutions do in their processes, and using that information he improved upon the A&M Board's process.

> Regent Milner moved and Regent Callahan seconded to approve Item C-1, as presented.
>
> Those voting aye: Board Members Anthony, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: Arthur. The motion carried.

2. Revisions to Board Policy 3.13 - Extracurricular Use of Institutional Facilities, Areas or Media for the Purpose of Expression

Mr. Ramsey recognized Brandee Hancock, Associate General Counsel, and Steve Stephens for their work on this policy revision. It took a lot of time and effort.

> Regent Burns moved and Regent Anthony seconded to approve Item C-2, as presented.
>
> Those voting aye: Board Members Anthony, Burns, Callahan, Davis, Hall, Link, Milner, and Watkins. No: None. Abstentions: None. Absent: Arthur. The motion carried.

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.

Mr. Ramsey said there are two personnel actions in the Office of Internal Audit. One is a promotion of Ms. Jamie Simons from Staff Auditor to Senior Auditor; there is also an item recognizing Mr. Rick Brewster, Assistant Chief Audit Executive, for his extra time and effort working on a special project at Langston University. (The personnel actions are attached to this portion of the minutes as ATTACHMENT B and are considered a part of these minutes.)

Regent Milner moved and Regent Watkins seconded to approve the personnel actions as presented.

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

E. Purchase Requests (purchase of equipment, supplies, materials, professional services, etc.)
None

F. Other Business Matters Requiring Action of the Board
None

G. Reports/Comments/Recommendations by Chief Executive Officer

Regent Link expressed appreciation to Kyla Eldridge for her work to get the new Board management software, OnBoard, up and running for Board meetings. He said it is a great program.

H. Reports/Comments/Recommendations by General Counsel

Steve Stephens said the report of activities from the Office of Legal Counsel will be coming to the Board next week after Board meeting. He encouraged the Regents to reach out to his office if they have questions. His office has delayed hiring another lawyer for as long as they could, but the existing staff is inundated with work. There is currently a job position available to hire another lawyer.

I. Reports/Comments/Recommendations by Chief Audit Executive

Regent Link expressed appreciation to Michelle Finley for all of her and her team's work with Langston University. Ms. Finley said they have appreciated President Smith's leadership. She noted the Office of Internal Audit has an annual report that will be posted for review to the Regents next week as well. She said her office currently has an opening for an auditor position.

J. New Business Unforeseen at the Time Agenda was Posted

K. Other Informational Matters Not Requiring Action of the Board

None

Adjournment

At approximately 12:14 p.m., Regent Hall moved and Regent Davis seconded that the meeting be adjourned.

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

Resolution

DR. ISABEL LOUISE KEITH BAKER

WHEREAS, it has been called to the attention of the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges that former Regent, Dr. Isabel Louise Keith Baker, was claimed by death on September 2, 2019, at the age of 90; and,

WHEREAS, she was born in Row, Oklahoma (later named Colcord), and moved to Tahlequah as a youth and called it home most of her life; and,

WHEREAS, she earned a bachelor's degree from Northeastern State University and master's and doctorate degrees from Oklahoma State University, and served in public education for over 43 years including a public-school career in positions at Shidler, Sapulpa, and Tahlequah, and teaching in higher education at Morehead State University, Northeastern State University, and Oklahoma State University; and,

WHEREAS, among numerous awards and honors recognizing Dr. Baker are Oklahoma Women's Hall of Fame, Oklahoma State University Hall of Fame, Distinguished Alumnus at OSU, Oklahoma Mother of the Year, and several recognizing her as a champion of gender equality; and,

WHEREAS, she served on the Board of Directors of the Tahlequah Chamber of Commerce, as Board Director with the Bank of Cherokee County, and the first woman in 60 years to serve as a Board Director with Tahlequah Public Works; and,

WHEREAS, having grown up in the Great Depression, she relished the opportunity to help others lift themselves out of poverty through education; and,

WHEREAS, she dearly loved her family, tirelessly served her church, held many state and national offices with the Democratic Party; and,

WHEREAS, by her loyalty, attention to duty, and faithful performance rendered service as a Regent from 1991-1999, and as a citizen worthy of commemoration and respect; and,

WHEREAS, in her passing, the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges and the Oklahoma institutions of higher education it governs have suffered the loss of a true friend and devoted citizen.

NOW, THEREFORE, BE IT RESOLVED that the Board takes this method to express respect to her memory and to extend to the family its deep sympathy in the loss sustained.

BE IT FURTHER RESOLVED that this resolution be sent to the family of Dr. Baker and a copy made a part of the official minutes of the Board as a lasting tribute to her extraordinary service and commitment to higher education in Oklahoma.

Adopted by the Board of Regents this 13th day of September, 2019.

L. Tucker Link, Chairman
Board of Regents for the Oklahoma
Agricultural and Mechanical Colleges

ATTEST:

Jason Ramsey, Chief Executive Officer

Resolution

RONALD RAY "RUSTY" MARTIN

WHEREAS, it has been called to the attention of the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges that former Regent, Mr. Ronald Ray "Rusty" Martin, was claimed by death on August 11, 2019, at the age of 74; and,

WHEREAS, Mr. Martin was born and raised in Checotah, Oklahoma, and graduated high school as an All-State and All-America football player; and,

WHEREAS, he received a scholarship to Oklahoma State University where he excelled on the football field and graduated with a Bachelor of Science Degree in Agriculture; and,

WHEREAS, he served his Country as a member of the United States Army before beginning a career in cattle operations working in Kansas, Texas, and New Mexico before returning to Checotah, Oklahoma to own and operate Rafter R Ranch for the remainder of his life; and,

WHEREAS, he will be remembered by generations of Oklahomans for his outstanding achievements and exemplary services to local and state organizations including Chairman of the Oklahoma Cattlemen's Range Round-Up Committee, Director of the National Livestock Commission from 1987-2019, Board of Directors for the Professional Rodeo Cowboys Association, and a lifelong member of the First Baptist Church of Checotah, Oklahoma; and,

WHEREAS, by his loyalty, attention to duty, and faithful performance rendered service as a Regent from 1976-1984, and as a citizen worthy of commemoration and respect; and,

WHEREAS, in his passing, the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges and the Oklahoma institutions of higher education it governs have suffered the loss of a true friend and devoted citizen.

NOW, THEREFORE, BE IT RESOLVED that the Board takes this method to express respect to his memory and to extend to the family its deep sympathy in the loss sustained.

BE IT FURTHER RESOLVED that this resolution be sent to the family of Mr. Martin and a copy made a part of the official minutes of the Board as a lasting tribute to his extraordinary service and commitment to higher education in Oklahoma.

Adopted by the Board of Regents this 13th day of September, 2019.

L. Tucker Link, Chair
Board of Regents for the Oklahoma
Agricultural and Mechanical Colleges

ATTEST:

Jason Ramsey, Chief Executive Officer

PERSONNEL ACTIONS
for the
BOARD OF REGENTS' OFFICES

September 13, 2019, Board Meeting

Office of Internal Audit:

Promotion:

- **Simons, Jamie**, from Staff Auditor ($65,000) to Senior Auditor ($69,500). Effective October 1, 2019.

Compensation:

- **Brewster, Rick,** one-time bonus of $7,000.

September 13, 2019

BOARD OF REGENTS FOR THE OKLAHOMA
AGRICULTURAL AND MECHANICAL COLLEGES

By: Tucker Link 10/28/2019 09:48 Central Daylight

Tucker Link, Chairman

ATTEST:

Jason Ramsey 10/28/2019 14:22 Central Daylig

Jason Ramsey, Chief Executive Officer

Certified correct minutes subject to approval of the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges on October 25, 2019.

Kyla Eldridge 10/25/2019 10:55 Central Daylight

Kyla Eldridge
Executive Administrative Associate