



MINUTES

of the

**BOARD OF REGENTS *for the* OKLAHOMA
AGRICULTURAL & MECHANICAL COLLEGES**

for the

April 24, 2020

Regular Board Meeting

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

April 24, 2020

I.	Items Pertaining to the Board of Regents for the Oklahoma A&M Colleges - Of Interest to All the Colleges	<u>Page</u>
	Approval of Order of Business	1
	Approval of Regular Board Meeting Minutes	1
	Approval of minutes of the Regular Board Meeting held March 6, 2020	1
	Approval of Special Board Meeting on May 19, 2020	1
	Announcement of next Board meeting	1
	Approval of future Board meeting	1
	Update related to COVID-19 response in Oklahoma from OSU Center for Health Sciences administration	2-3
	Attachments to this portion of the minutes	4-27
	Fiscal Affairs and Plant Facilities Committee Report	108
	Academic Affairs, Policy and Personnel Committee Report	108
	Audit, Risk Management and Compliance Review Committee Report	108-109
	Report by Chief Executive Officer	109
	Report by General Counsel	109
	Report by Chief Audit Executive	109
	Adjournment	109
	Signature Page	110
II.	Business With the Colleges	<u>Page</u>
	<u>OKLAHOMA STATE UNIVERSITY</u>	
	Adoption of Memorial Resolution for Patricia A. Bell	28
	<u>Policy and Operational Procedures and Academic Affairs</u>	
	Approval of revisions to OSU Policy #1-0401 Employment of OSU Athletics Staff and Intercollegiate Athletics	28
	Approval of revisions to OSU Policy #3-0602 Data Stewardship: Data Classification Policy, Responsibilities and Guidelines	29
	Approval of new OSU Policy #3-0603 Information Security Policy	29
	Approval of new OSU Policy #3-0604 Information & Resources: Access Control Policy	29
	Approval of new OSU Policy #3-0605 Information Security: Security Awareness	29
	Approval of personnel actions	29
	Approval of curricular changes including new degrees, program modifications, etc.	30
	<u>Administration and Finance</u>	
	Approval of peace officer action	31
	Approval to sell real property	31
	Approval to grant utility easement to City of Stillwater	31
	Approval to dispose of equipment through transfer	31
	Approval to execute lease agreement (OSU-CHS)	31

II. Business With the Colleges *(continued)* Page

OKLAHOMA STATE UNIVERSITY *(continued)*

Approval to transfer funds for capital improvements (OSU-CHS)	31
Approval to continue with an architect for renovation of a medical clinic (OSU-CHS)	32
Approval to select a construction management firm for renovation of a medical clinic (OSU-CHS)	32
Approval of purchase requests	33
Ratification of interim approval for new study abroad fee	33
Approval for 2020-2021 room and board rate proposal (OSUIT)	33-34
Attachment to this portion of the minutes	35

OKLAHOMA PANHANDLE STATE UNIVERSITY

Opening Comments by President Faltyn	36
Approval of personnel action	36
Approval to accept a donation of real property from the Guymon Industrial Foundation for the construction of the OPSU Technical Education Center	36
Approval to select a construction management firm to assist with the design and construction of a new Technical Education Facility	36-37
OPSU Agenda	38-49

LANGSTON UNIVERSITY

Approval to accept a USDA grant titled, “Langston University 1890 Scholarship Program” and to expend grant funds according to grant guidelines	50
Approval to accept a USDA grant titled, “Measuring ruminal methane emission and heat energy of small ruminants with a portable group calorimetry system” and to expend grant funds according to grant guidelines	50
Approval to select an architectural firm to assist with the design and construction of a new Biotechnology Facility	50
Approval to select a construction manager at risk to assist with the design and construction of a new Biotechnology Facility	50
Approval of purchasing items	51
LU Agenda	52-70

NORTHEASTERN OKLAHOMA A&M COLLEGE

Opening Comments by President Kyle Stafford	71
Approval to initiate search for Vice President for Fiscal Affairs and for approval of job description	71
Approval to offer seven existing academic degree programs in an online format	71
Approval to accept Carl Perkins Grant Postsecondary Allocation and to expend grant funds according to grant guidelines	71
Ratification of interim approval to engage in an agreement with Graduation Alliance	72
Approval to purchase comprehensive assessment and review tests for students in the nursing program to prepare for the NCLEX license	72
NEO Agenda	73-96

II. Business With the Colleges (<i>continued</i>)	<u>Page</u>
<u>CONNORS STATE COLLEGE</u>	
Opening Comments by President Ramming	97
Adoption of Memorial Resolution for Gail Thompson	97
Approval of Weapons, Firearms, Ammunition, Fireworks, Explosives, and Dangerous Chemicals Policy	97
Approval of personnel action	97
CSC Agenda	98-106
III. Public Comments and recognition of meeting visitor	107

MINUTES OF THE MEETING OF THE BOARD OF REGENTS
FOR THE OKLAHOMA AGRICULTURAL AND MECHANICAL COLLEGES
APRIL 24, 2020

Notice of this meeting was filed with the Oklahoma Secretary of State on September 17, 2019. A second notice was filed modifying the location to online on April 6, 2020.

The Board of Regents for the Oklahoma Agricultural and Mechanical Colleges met online via Zoom videoconference on April 24, 2020.

Board members in attendance: Mr. Tucker Link, Chairman; Mr. Rick Davis, Vice Chairman; Mr. Calvin Anthony; Mrs. Blayne Arthur; Mr. Douglas Burns; Mr. Jarold Callahan; Mr. Joe Hall; and Mrs. Lou Watkins.

Absent: Dr. Trudy Milner.

Others in attendance: 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 Assistant to the CEO; Ms. Nicole Nixon, Administrative Associate; and Ms. Shyanne Mikles, Administrative Associate.

Regent Link noted that due to the online nature of this meeting, the roll will be called in order to affirm the presence of a quorum. Ms. Nixon called roll and Regent Link affirmed there was a quorum. The meeting was called to order at approximately 10:02 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.)

B. Approval of minutes of the Regular Board Meeting held March 6, 2020

C. Approval of Special Board Meeting on May 19, 2020, to be held online via Zoom

D. Announcement of Next Board Meeting

Chairman Link announced that the next Board meeting will be held on June 19, 2020, in the Executive Board Room, Administration Building, OSU-Tulsa, 700 N. Greenwood Ave., Tulsa, Oklahoma.

E. Approval of Regular Board Meeting to be held on September 11, 2020, in the Multipurpose Room, 142 School of Physical Therapy, Langston University, Langston, Oklahoma

Regent Anthony moved and Regent Watkins seconded to approve Items A, B, C and E on the Board Agenda.

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

F. Update related to COVID-19 response in Oklahoma from OSU Center for Health Sciences administration

Chairman Link announced Dr. Kayse Shrum, President, OSU Center for Health Sciences (OSU-CHS); and Dr. Johnny Stephens, Chief Operating Officer and Senior Vice President, OSU-CHS, will present Item F on the Agenda. (The presentation is identified as ATTACHMENT B and attached to this portion of the minutes.)

Dr. Stephens thanked the Board for the opportunity to present on the system-wide effort in response to the COVID-19 Pandemic. He said it is truly a land grant effort. There was a Tulsa World editorial on April 20th praising public higher education for stepping up to the COVID crisis. Dr. Stephens said Governor Stitt's leading advisor on medical issues is Dr. Kayse Shrum, President of OSU-CHS. He said OSU and the entire A&M system has stepped forward like no one else has in the State.

President Shrum said this effort has been so important because Oklahoma hit its peak later than many other states, coupled with the fact that no state was prepared to handle a global pandemic. COVID-19 has created a lot of infrastructure challenges and supply chain shortages. To have higher education step up the way it has in order to help the State Health Department and coordinate the State's response to the pandemic has been key.

Dr. Stephens said higher education really is leading in a time of crisis right now. He said Chairman Link, President Hargis, President Shrum, and other leadership in the System have helped guide OSU through this situation very well. He said there has been an incredible collaboration throughout the System. He thanked the Office of Research led by Kenneth Sewell, Vice President for Research, and the School for Veterinary Medicine led by Dean Carlos Risco. Dr. Stephens also thanked Jessica Russell in the Board office for her work behind the scenes throughout this entire process. Dr. Stephens reviewed the presentation for the Board, highlighting the key roles of OSU and the System in battling the COVID-19 pandemic. He said he believes times like these are when the Cowboy spirit really shines, with willingness to get in and solve problems and do the difficult work, even when it is not convenient.

Regent Watkins asked if antibody testing is something OSU will be able to assist with as well going forward. President Shrum said yes; Dr. Stephens is already working with a lab and with the State so OSU can provide antibody testing. Dr. Stephens said providing antibody testing will be critical to reopening the State.

Regent Link noted there has been an amazing collaboration across the board on this problem and asked what it means going forward with regard to research on other potential risks. President Shrum said there are a lot of opportunities as they continue forward and they must have resources in place to monitor and look back at what has been done. There is Federal funding that can be secured to continue efforts as well. Research will play a key role. The animal diagnostics lab in partnership with OSU Medicine are playing a huge part by running the majority of the State's diagnostic PCR testing. She said when Oklahoma reopens there will likely be a resurgence of COVID-19 cases and OSU is working hard to be prepared.

Regent Anthony said he would like to acknowledge Dr. Stephens, President Shrum, and those on the OSU-Stillwater campus who have stepped up during this time. OSU has been helpful in so many ways to not just Stillwater's hospital but others in the area. He expressed appreciation.

Regent Link expressed appreciation to President Shrum and her entire team for all their efforts. The looming question for the Board members is when the day comes that in-person classes resume and the factors that will need to be considered. He said he is looking forward to the advice from President Shrum with regard to the medical aspect of resuming classes. President Shrum said she appreciates the confidence placed in her and it is never too early to put together a task force to start looking through potential challenges and logistics related to reopening campuses. This is a very complex issue and it will take time to get infrastructure in place. She does believe that because of their involvement in the COVID-19 response, OSU is a lot further ahead and has some expertise to bring in this area.

Regent Link thanked President Shrum and Dr. Stephens for their informative presentation and all the work they have done to make the COVID-19 response from OSU happen. It has been a fabulous effort.



ORDER OF BUSINESS
OSU/A&M Board of Regents
Regular Board Meeting

April 24, 2020

Location: <http://regents.okstate.edu/board-meeting-livestream>

Secretary of State meeting notice was filed on September 17, 2019.
Secretary of State meeting notice was filed on April 6, 2020 modifying the location.

BOARD BUSINESS:

1. Approval of Order of Business
2. Approval of Minutes for Regular Board Meeting of March 6, 2020
3. Approval of Special Board Meeting to be held on May 19, 2020 via Zoom
4. Dates of next regular meetings:
 - a. For **information** only:
June 19, 2020 -- Executive Board Room, Administration Building,
Oklahoma State University-Tulsa, Tulsa, Oklahoma
 - b. For **consideration** of approval:
Sept. 11, 2020 -- Multipurpose Room, 142 School of Physical Therapy,
Langston University, Langston, Oklahoma
5. Update related to COVID-19 response in Oklahoma from OSU Center for Health Sciences administration.

BUSINESS WITH COLLEGES AND UNIVERSITIES:

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

COMMITTEE REPORTS:

1. Academic Affairs, Policy and Personnel Committee
2. Audit, Risk Management and Compliance Review Committee
3. Fiscal Affairs and Plant Facilities Committee

OTHER BOARD BUSINESS:

1. 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

April 24, 2020 – 10:00 a.m.

NOTICE: Due to the COVID-19 Pandemic and in compliance with the Oklahoma Governor's Executive Orders, this meeting is being conducted online via Zoom.

To view a livestream of this meeting, go to:

<http://regents.okstate.edu/board-meeting-livestream>

REGENT ATTENDANCE:

Via Zoom videoconference: Calvin Anthony, Blayne Arthur, Douglas Burns, Jarold Callahan, Rick Davis, Joe D. Hall, L. Tucker Link, and Lou Watkins.

Absent: Dr. Trudy Milner.

Notice of this meeting was filed with the Secretary of State on September 17, 2019. At the time this agenda is posted, detailed institutional agendas are available for review at <http://regents.okstate.edu/board-meetings>.

I. BOARD OF REGENTS' BUSINESS

- A. Approval of Order of Business
- B. Approval of minutes of Regular Board Meeting held March 6, 2020
- C. Approval of Special Board Meeting on May 19, 2020, to be held online via Zoom
- D. Announcement of next Regular Board Meeting to be held on June 19, 2020, in the Executive Board Room, Administration Building, OSU-Tulsa, 700 N. Greenwood Ave., Tulsa, Oklahoma
- E. Approval of Regular Board Meeting to be held on September 11, 2020, in the Multipurpose Room, 142 School of Physical Therapy, Langston University, Langston, Oklahoma
- F. Update related to COVID-19 response in Oklahoma from OSU Center for Health Sciences administration

II. OKLAHOMA STATE UNIVERSITY

- A. General Information/Reports Requiring No Action by the Board
 - 1. Remarks by President Hargis
- B. Resolutions
 - 1. Memorial Resolution for Patricia A. Bell

C. Policy and Operational Procedures

1. Request approval of revisions OSU Policy #1-0401 Employment of OSU Athletics Staff and Intercollegiate Athletics
2. Request approval of new OSU Policy #3-0602 Data Stewardship: Data Classification Policy, Responsibilities and Guidelines
3. Request approval of new OSU Policy #3-0603 Information Security Policy
4. Request approval of new OSU Policy #3-0604 Information & Resources: Access Control Policy
5. Request approval of new OSU Policy #3-0605 Information Security: Security Awareness

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. (Reference Document D-1 in the OSU agenda.)

1. Personnel actions for approval and personnel items for informational purposes only

E. Instructional Programs

1. Request approval for 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 action
2. Request approval to sell real property
3. Request approval to grant utility easement to City of Stillwater
4. Request approval to dispose of equipment through transfer
5. Request approval to execute lease agreement (OSU-CHS)
6. Request approval to transfer funds for capital improvements (OSU-CHS)

H. Contractual Agreements (other than construction and renovation)

None

I. New Construction or Renovation of Facilities

1. Request approval to continue with an architect for renovation of a medical clinic (OSU-CHS)
2. Request approval to select a construction management firm for renovation of a medical clinic (OSU-CHS)

- J. Purchase Requests (purchase of equipment, supplies, materials, professional services, etc.)
Board approval is requested for the following purchasing items. All purchases will comply with Board of Regents for the Oklahoma Agricultural and Mechanical Colleges Policies and Procedures, as well as applicable State statutes. (Detail for all purchase requests are attached and collectively identified as Reference Document J-1)
 - 1. Request approval of sole source & special request purchasing items
 - 2. Request approval of revolving & appropriated funds purchasing items
 - 3. Request approval of auxiliary enterprises purchasing items
 - 4. Request approval of plant funds purchasing items
- K. Student Services/Activities
 - 1. Request ratification of interim approval for new study abroad fee
 - 2. Request approval for 2020-2021 room and board rate proposal (OSUIT)
- 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

III. OKLAHOMA PANHANDLE STATE UNIVERSITY

- A. General Information/Reports Requiring No Action by the Board
 - 1. Remarks by President Faltyn
 - 2. Panhandle Magazine
- 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 action for approval and 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. Request approval to accept a donation of real property from the Guymon Industrial Foundation for the construction of the OPSU Technical Education Center

H. Contractual Agreements (other than construction and renovation)

None

I. New Construction or Renovation of Facilities

1. Request to select a construction management firm to assist with the design and construction of a new Technical Education Facility

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. March 2020 out of state travel
2. 3rd Quarter FTE Report

IV. LANGSTON UNIVERSITY

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

1. Remarks by President Smith

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. (Reference Document D-1 in the LU agenda.)

1. Personnel actions for informational purposes only

E. Instructional Programs

None

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

1. Request to accept a USDA grant titled, "Langston University 1890 Scholarship Program" and to expend grant funds according to grant guidelines

2. Request to accept a USDA grant titled, "Measuring ruminal methane emission and heat energy of small ruminants with a portable group calorimetry system" and to expend grant funds according to grant guidelines

G. Other Business and Financial Matters

None

H. Contractual Agreements (other than construction and renovation)

None

I. New Construction or Renovation of Facilities

1. Request to select an architectural firm to assist with the design and construction of a new Biotechnology Facility
2. Request to select a construction manager at risk to assist with the design and construction of a new Biotechnology Facility

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

1. Request approval of purchasing items

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. 3rd Quarter FTE Report

V. NORTHEASTERN OKLAHOMA A&M COLLEGE

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

1. Remarks by President Ramming
 - a. Highlights of NEO Update Newsletter

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. (Reference Document D-1 in the NEO agenda.)

1. Request to initiate search for Vice President for Fiscal Affairs and for approval of job description

E. Instructional Programs

1. Request to offer seven existing academic degree programs in an online format

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

None

G. Other Business and Financial Matters

1. Request to accept Carl Perkins Grant Postsecondary Allocation and to expend grant funds according to grant guidelines

H. Contractual Agreements (other than construction and renovation)

1. Request ratification of interim approval to engage in an agreement with Graduation Alliance

I. New Construction or Renovation of Facilities

None

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

1. Request to purchase comprehensive assessment and review tests for students in the nursing program to prepare for the NCLEX license

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 February and March 2020

VI. CONNORS STATE COLLEGE

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

1. Remarks by President Ramming
2. Connection

B. Resolutions

1. Adoption of Memorial Resolution for Gail Thompson

C. Policy and Operational Procedures

1. Request for approval of Weapons, Firearms, Ammunition, Fireworks, Explosives, and Dangerous Chemicals Policy

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. (Reference Document D-1 in the CSC agenda.)

1. Personnel action for approval

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

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. March 2020 Out-of-State Travel Report

2. March 2020 FTE Employment Report

VII. PUBLIC COMMENTS

In accordance with Board Policy 1.17, time will be provided for individuals to appear before the Board in order to provide comments on issues directly affecting institutions governed by the Board.

None

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 State University, Oklahoma Panhandle State University, and Langston University.)

- B. Academic Affairs, Policy and Personnel Committee
(All business discussed by this Committee was presented during the business of Oklahoma State University.)
- C. Audit, Risk Management and Compliance Review Committee
 - 1. Report from Committee Chair
- D. Planning and Budgets Committee
None

IX. OTHER BOARD OF REGENTS' BUSINESS

- A. General Information/Reports Requiring No Action by the Board
None
- 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.

None
- E. Purchase Requests (purchase of equipment, supplies, materials, professional services, etc.)
None
- F. Other Business Matters Requiring Action of the Board
- 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. Meeting adjournment



ATTACHMENT B

MEDICINE

OSU COVID-19 RESPONSE SUMMARY

Johnny R. Stephens, Pharm.D.
Senior Vice President and Chief Operating Officer
OSU Center for Health Sciences

OSU STEPS UP TO RESPOND TO COVID-19



April 20, 2020

Tulsa World editorial: Public higher education steps up during the COVID-19 crisis



“While reeling from the impact of the coronavirus, the state’s colleges and universities have stepped up heroically to help the state through the greatest state government challenge in contemporary history.

Surely, no one has missed that Gov. Kevin Stitt’s leading adviser on medical issues throughout the crisis has been Dr. Kayse Shrum, president of Oklahoma State University Center for Health Sciences.”

OSU: LEADING IN TIMES OF CRISIS



When our state is in crisis, OSU is ready to rise to the challenge, extend our resources, and tap into our innovative and entrepreneurial spirit to serve our fellow Oklahomans during this time of need.

- Statewide Leadership
- Diagnostic Testing
- Analytics and Modeling
- Patient Care
- Knowledge Sharing
- PPE and Swab Fabrication

PROUD TO BE A COWBOY. HONORED TO SERVE OUR STATE.

STATEWIDE LEADERSHIP



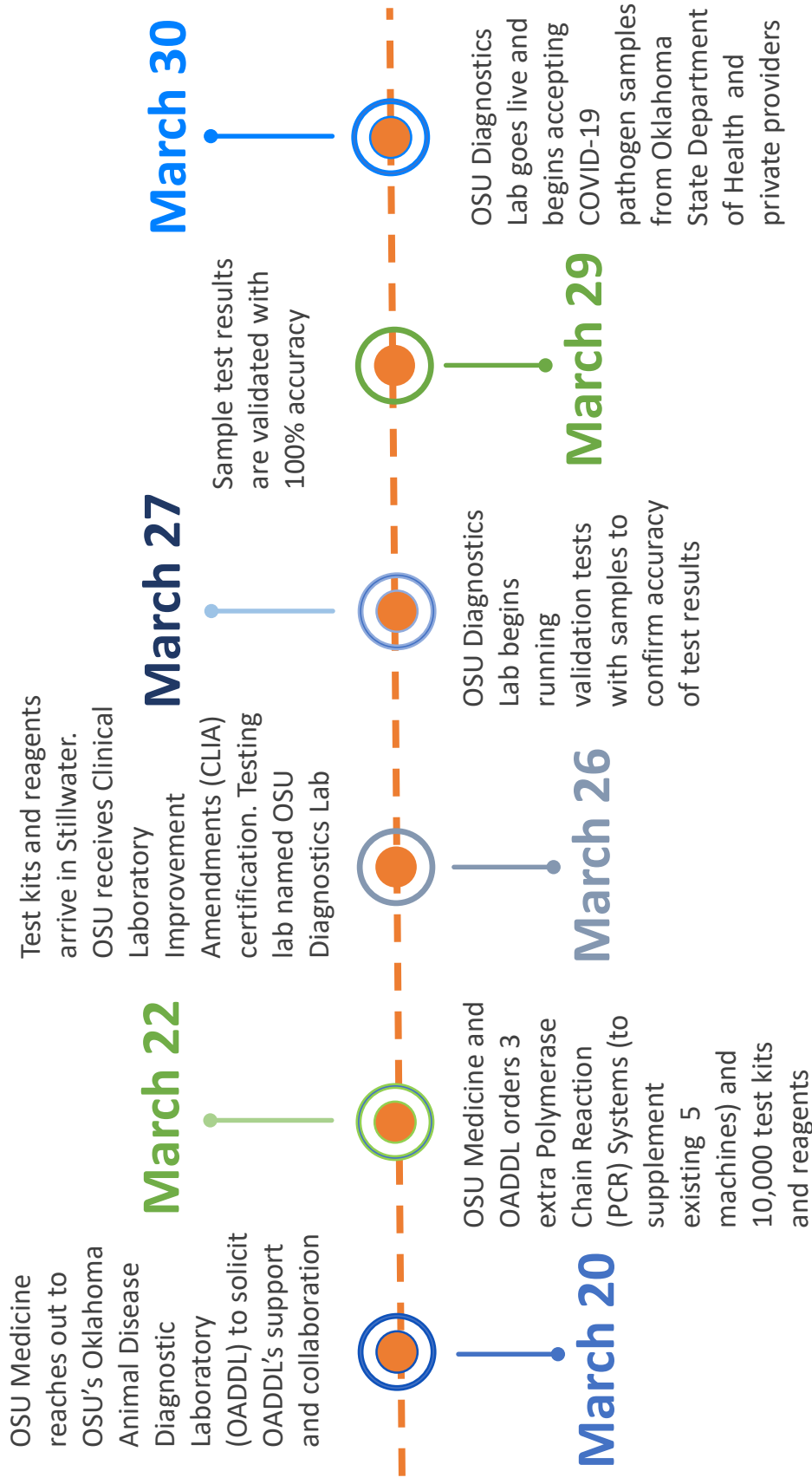
DR. KAYSE SHRUM

Key member of Governor Stitt's COVID-19 Solution Task Force. Engaged in leading efforts in statewide testing, PPE procurement, provider readiness, modeling, hospital surge planning, contact tracing, etc.

COVID-19 TESTING CHALLENGES

- 1. Imposed Testing Limitations.** From January – mid March, CDC was the only entity that initially could confirm COVID-19 infections.
- 2. Faulty Testing Kits.** Publicly available test kits had faulty reagents, creating a nationwide shortage of test kits.
- 3. Shortage of Lab Testing Materials.** In early March, the Food and Drug Administration issues Emergency Use Authorization to allow certified laboratories to develop diagnostic tests for COVID-19, resulting in an avalanche of commercial and university laboratories launching COVID-19 testing labs. National and global demand creates supply chain pressure on testing kits and reagents.

DIAGNOSTIC TESTING STARTUP TIMELINE



IMPACT OF OSU'S TESTING CAPACITY



Significant ways OSU has helped address the COVID-19 testing shortage in Oklahoma

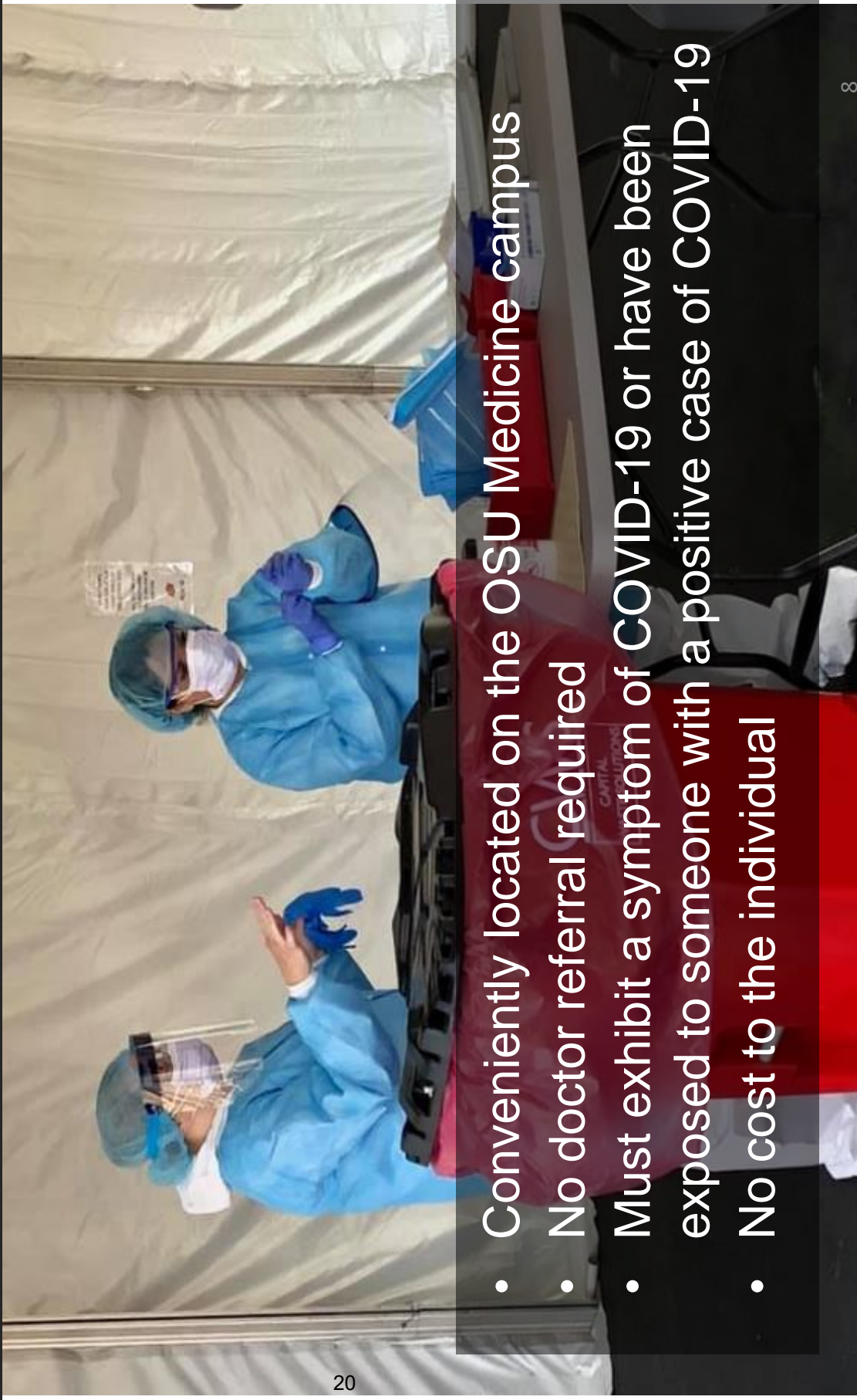
Relaxed testing criteria & restrictions

Increased testing locales statewide

Quicker turnaround time for results

- 2,000 tests can be processed daily
- Over 10,000 tests completed since March 30
- Responsible for 30% of the tests conducted in Oklahoma
- Innovation continues with validation of saliva-based testing

ACCESS TO TESTING: DRIVE THRU SITES



- Conveniently located on the OSU Medicine campus
- No doctor referral required
- Must exhibit a symptom of COVID-19 or have been exposed to someone with a positive case of COVID-19
- No cost to the individual

ANALYTICS AND MODELING

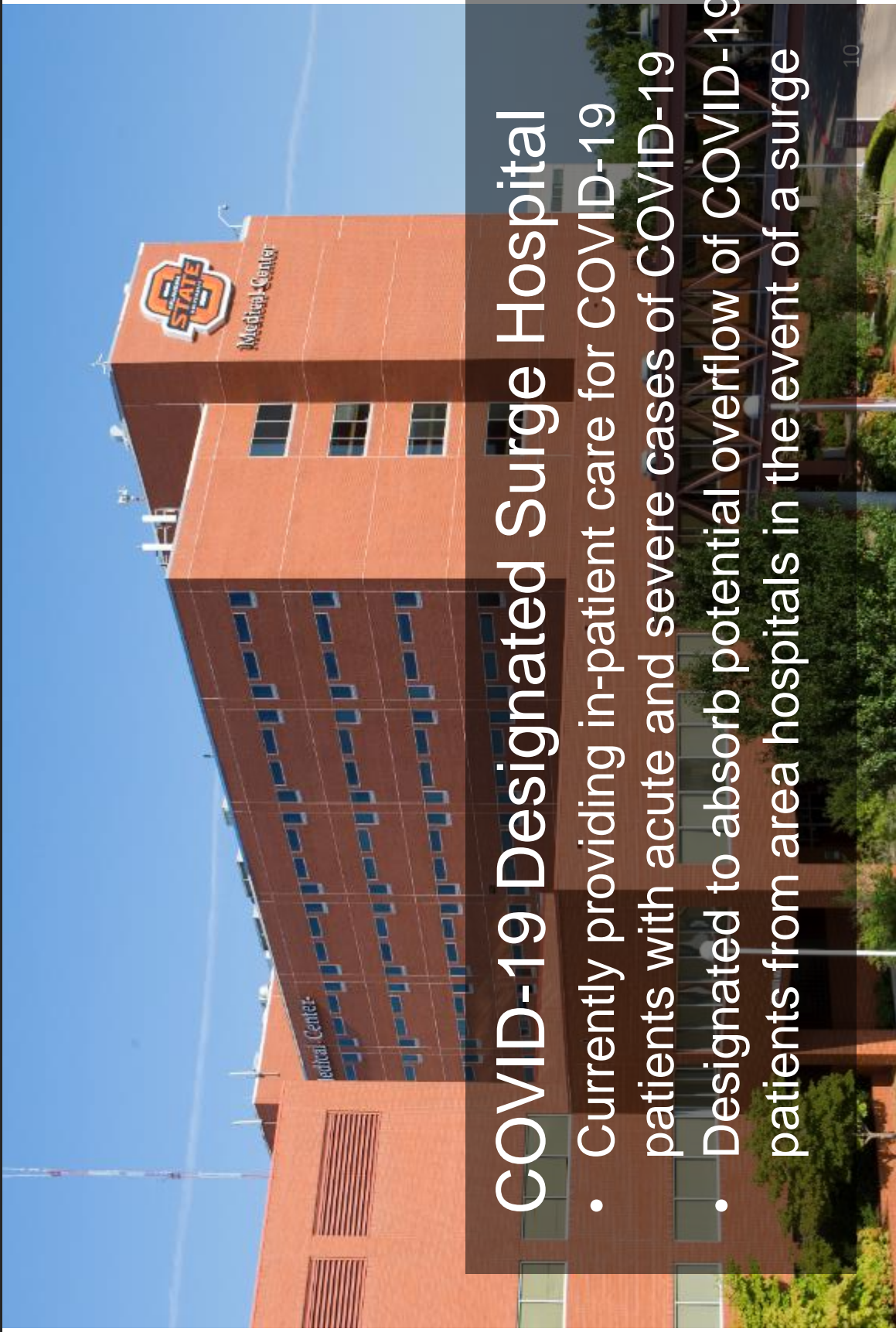


Faculty Modeling Working Group

- Dr. Goutam Chakraborty
- Dr. Glen Krutz
- Dr. Mindy McCann
- Dr. Jeanette Mendez
- Dr. Kenneth Sewell
- Dr. Kayse Shrum
- Dr. Jared Taylor

**The OSU family works together to save lives.
This is intra-university collaboration at its BEST.**

OSUMC: DESIGNATED SURGE HOSPITAL



- ## COVID-19 Designated Surge Hospital
- Currently providing in-patient care for COVID-19 patients with acute and severe cases of COVID-19
 - Designated to absorb potential overflow of COVID-19 patients from area hospitals in the event of a surge

EXPANDED TELEHEALTH SERVICES



23

OSU Medicine Outpatient Clinics

- Deliver care to patients virtually, allowing patients to access care conveniently and safely
- Converted 75% of office visits to virtual visits
- 2,200 virtual visits occurred during the first half of April

OSU Telehealth Solution

- Support rural communities with 24/7 access to care
- 54 telehealth carts dispersed throughout Oklahoma
- Service lines include cardiology, neurology, stroke, behavioral medicine, and psychiatry



TELEHEALTH SOLUTION
OKLAHOMA STATE UNIVERSITY

KNOWLEDGE SHARING: PROJECT ECHO

COVID-19 ECHO Service Line

- Host at minimum 3 ECHO sessions each week
- 300 – 1,000 participants per session
- Efficient way to disseminate best practices for diagnosing, testing and treating COVID-19
- Leveraged by state leaders to share policy decisions on PPE inventory management, testing criteria, elective procedures and hospital surge planning



PPE AND NASAL SWAB FABRICATION



25



ENDEAVOR LABORATORY CENTER

Dean Tikalsky and CEAT undergraduates join the fight against COVID-19 by harnessing their innovation and ingenuity to produce PPE and nasal swabs for frontline healthcare workers

RECOVERY EFFORTS

- 1. Contact Tracing.** Third year medical students at OSU Medicine will help with contact tracing. They will work with the Oklahoma State Department of Health to track down people infected with COVID-19, identify everyone who has been in contact with them, and encourage those people to quarantine at home.
- 2. Surveillance Monitoring and Modeling.** OSU Medicine providers and OSU epidemiologists plan to participate in antibody testing and analytics to assess disease prevalence in our community.
- 3. Clinical Research.** OSU Medicine providers are using a variety of clinical protocols to treat patients with COVID-19. They are collecting data which will be used in institutional and national research efforts to help develop evidence-based guidelines for treating COVID-19.

QUESTIONS?



MEDICINE

APRIL 2020

II. OKLAHOMA STATE UNIVERSITY, STILLWATER, OKLAHOMA

President Burns Hargis and members of the Oklahoma State University (OSU) administration joined the Zoom meeting 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. 1-4-24-20.)

President Hargis said he is so proud of the entire OSU family. Dr. Shrum and Dr. Stephens and the areas they have worked with; Dr. Risco, Dean and Professor of the College of Veterinary Medicine; Kenneth Sewell, Vice President of Research; and so many others. When looking back at how we were able to convert to fully online in one week, it is an incredible achievement and it has gone very well. He said he gives credit to the faculty and staff and to the students who have made the adjustment.

B-1 Adoption of Memorial Resolution for Patricia A. Bell

(A copy of the Memorial Resolution is identified as ATTACHMENT A and attached to this portion of the minutes.)

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

Those voting aye: Board Members Anthony, Arthur, Burns, Davis, Callahan, Hall, Link, and Watkins. No: None. Abstentions: None. Absent: Milner.
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 Approval of revisions to OSU Policy #1-0401 Employment of OSU Athletics Staff and Intercollegiate Athletics

Provost Sandefur said this item was discussed with members of the Academic Affairs, Policy and Personnel (AAPP) Committee at its meeting earlier this week.

Regent Davis said the Committee met with the OSU administration and acted to recommend Board approval of the administration's request.

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

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

- C-2 Approval of revisions to OSU Policy #3-0602 Data Stewardship: Data Classification Policy, Responsibilities and Guidelines
- C-3 Approval of new OSU Policy #3-0603 Information Security Policy
- C-4 Approval of new OSU Policy #3-0604 Information & Resources: Access Control Policy
- C-5 Approval of new OSU Policy #3-0605 Information Security: Security Awareness

Provost Sandefur said these items also were discussed with the AAPP Committee during its meeting earlier this week.

Regent Davis said the Committee met with the OSU administration and acted to recommend Board approval of the administration's request.

Regent Davis moved and Regent Watkins seconded to approve Section C, Items 2 through 5 as presented in the OSU Agenda.

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

Regent Watkins commended everyone who worked to put together these policies, noting they took an enormous amount of work. Regent Davis said he echoes those sentiments, noting that it was mentioned during the Committee meeting what a lengthy process these policies went through. They have each been through multiple checks to achieve the final policies and he appreciates those efforts. Provost Sandefur said he will pass those sentiments on to all involved. These policies were a lot of work involving a lot of time and effort from many people. He expressed appreciation specifically to Darlene Hightower, noting she played a large role in moving these forward.

D-1 Approval of personnel actions

Provost Sandefur presented the personnel actions and recommended their approval with exception of those items pertaining to separations and retirements which are included as information items. These include 38 new appointments; one change in title, rate, or appointment period; and 11 sabbatical requests. For information, three retirements are included.

Regent Anthony moved and Regent Davis seconded to approve the personnel actions as presented in Item D-1 of the OSU Agenda.

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

Regent Watkins said the teaching style being asked of the faculty is very different than many are used to. She asked if there has been any pushback from the faculty and what type of guidance they have been offered to aid them in this new delivery method. Provost Sandefur said there has been a bit of pushback and there were some faculty who had a difficult time making the adjustment.

Dr. Chris Ormsbee, Associate Provost and Director of the Institute for Teaching and Learning Excellence, has conducted a series of webinars and personally consulted with numerous faculty and students who may be facing challenges with the transition. Overall, the transition has gone smoothly and Dr. Ormsbee and her staff deserve a lot of credit for assisting everyone in going online. He said he is very pleased with how things have gone. Regent Watkins said she commends the faculty for their ability to adjust. In most circumstances it would take months of gearing up to take on this type of teaching environment, and to make this transition so quickly is remarkable. Provost Sandefur said he will pass along the kind words to faculty leadership.

Regent Hall asked if there has been an increase in sabbatical leave requests with the current circumstances due to COVID-19. Provost Sandefur said most of the sabbatical leave requests started before the pandemic unfolded. The number of requests is not an unusual amount. He said what normally happens when people go on sabbatical is that their colleagues teach their courses. In some cases, an adjunct may need to be hired, but generally there is colleague coverage. He said sabbaticals are a very important part of the development of the faculty. It helps them learn new skills, develop new ideas, get more research done, in some cases develop their teaching techniques. Along with many other things, this is something that must be considered moving forward. He said sabbaticals may be impacted due to travel restrictions, but it is too early to tell.

Regent Blayne Arthur exited the Zoom meeting at approximately 11:14 a.m.

E-1 Approval of curricular changes including new degrees, program modifications, etc.

Provost Sandefur said these items were discussed with the AAPP Committee during its meeting earlier this week. If approved, these requests will be sent to the Oklahoma State Regents for Higher Education (OSRHE) for their consideration and approval.

Regent Davis said there was discussion during the Committee meeting about being evermore prudent and gaining new focus on required resources for new programs. The overall economic impact of new programs on the institution is a consideration that must be made. He said he feels good about these changes, but he feels even better about the focus going forward.

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

Regent Anthony said a point he made during the Committee meeting was the phrasing of one of the graduate certificate titles, "Hidden Student Populations." Provost Sandefur said he reviewed the documentation of the request, and the term "hidden population" is becoming commonly used in Higher Education. This terminology encompasses foster kids, homeless, homeschool students, and other students who may be facing challenges in life that may not be obvious to their instructors. He said he provided documentation to Mr. Ramsey about the program and its purpose, and he will follow up with the program leaders to ensure this is the most appropriate title.

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

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

Regent Link said there are no budgetary actions on OSU's Agenda, but on that topic, he would like to thank Mr. Weaver and all those who helped accomplish the bond refinance program. He asked Mr. Weaver to comment on those successes.

Mr. Weaver said there was a successful refunding last week. This is about a third of the University's debt and the interest rate achieved is approximately 2.75 percent, which is phenomenal. This refunding has set OSU up very well moving forward and the savings will be realized over the next four fiscal years. FY 2021 savings will be \$15 million, FY 2022 will be \$11 million, and FY 2023 will be \$3 million. The money saved will be essential to help OSU manage through the COVID-19 crisis. Mr. Weaver said the interest rates went down, but the term stayed the same, which kept the payments the same. This means more will go towards principal per payment. For example, in FY 2020 \$34 million of the \$65 million paid is interest. By the year FY 2025, \$8 million more will be paid towards principal instead of interest. Mr. Weaver said this has proven to be a very successful refunding and he is pleased with the results. He thanked Mr. Mitchell Emig, Director of Accounting and Finance Business Operations, for leading this effort.

Regent Burns asked how savings is realized if the payments remain the same. Mr. Weaver said he misspoke; the refinanced payments will be less, but he will ask the units to continue to pay the same amount as before, meaning more will go toward principal. Regent Burns said it now makes sense.

Regent Davis asked if he is correct that this refinancing was primarily for General Education bonds, but it also included some Athletic bonds. Mr. Weaver said yes, there was a very small amount of Athletic debt included, but the majority was housing debt. Regent Davis said this is all very real money and is important during these times.

G-1 Approval of peace officer action

Decommission: Lauren M. Brogan (Fulmer) Badge. No. 726

G-2 Approval to sell real property

G-3 Approval to grant utility easement to City of Stillwater

G-4 Approval to dispose of equipment through transfer

G-5 Approval to execute lease agreement (OSU-CHS)

G-6 Approval to transfer funds for capital improvements (OSU-CHS)

Mr. Weaver said in reference to Item G-4, there is a significant amount of equipment that is at the University of Arkansas (UA) for an OSU faculty member on a joint grant with a UA faculty member. The OSU faculty member retired and the departments in Engineering do not want to maintain title of the equipment. It has fully depreciated and it is undesirable to pay to have it moved to Stillwater. The equipment was all purchased on federal funds. Since it is fully depreciated it is

viewed by the administration as obsolete. This item is asking to transfer the equipment titles to Arkansas. The reference document details the referenced equipment.

Regent Anthony commented that some of the equipment listed is quite expensive and it seems to him to be wasteful to turn it all over to UA. He asked if there is anybody at OSU that can benefit from use of this equipment. Mr. Weaver said the Electrical and Computer Engineering departments went through the equipment and it is all for a 16-year-old research project and considered obsolete. OSU has equipment that is more up-to-date and serves in the same capacity as the dated equipment at UA. The equipment was purchased with federal funding through a collaborative effort with UA and because they desire to keep it, the administration wants them to keep it.

Regent Watkins said she received communication from an international student who is gravely concerned about her housing situation. She said she lost her income from her graduate assistantship due to the pandemic. She cannot afford University housing and may have to return home. Regent Watkins asked if there is any way this student can be helped. Mr. Weaver asked Regent Watkins to give him the student's contact information and he will look into the matter. He said given the circumstances she may qualify for some federal aid OSU is receiving related to COVID-19.

Regent Anthony moved and Regent Watkins seconded to approve Section G, Items 1-6 of the OSU Agenda.

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

Mr. Weaver said items I-1 and I-2 were discussed with the Fiscal Affairs and Plant Facilities (FAPF) Committee at its meeting earlier this week.

I-1 Approval to continue with an architect for renovation of a medical clinic (OSU-CHS)

Regent Hall said the FAPF Committee met with the OSU administration regarding this Item and acted to recommend approval to continue with KKT, Inc. as the architect for this project.

Regent Hall moved to approve continuing with KKT, Inc., as the architect for the project as presented in Item I-1 in the OSU Agenda.

I-2 Approval to select a construction management firm for renovation of a medical clinic (OSU-CHS)

Regent Hall said the FAPF Committee also met with the OSU administration regarding this Item and acted to recommend approval of Crossland Construction Company as the construction management firm for this project.

Regent Hall moved to approve Crossland Construction Company as the construction management firm for the project as presented in Item I-2 in the OSU Agenda.

Regent Burns seconded both motions.

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

Regent Link acknowledged Steve Stephens, Erika Artinger, Amy Newton, and Kinsey Wyatt for their work on the OSU-CHS projects. He said the entire law team in the Office of Legal Counsel has been very helpful behind the scenes for these actions. He expressed appreciation for the legal team for their assistance on the matters that were just approved.

J-1 Approval of sole source & special request purchasing items

J-2 Approval of revolving & appropriated funds purchasing items

J-3 Approval of auxiliary enterprises purchasing items

J-4 Approval of plant funds purchasing items

Mr. Weaver noted Items J-1 through J-4 are purchase requests.

Regent Anthony asked about the waste site disposal item and asked the location of that site. Mr. Weaver said that site is west on Highway 51 and the Department of Environmental Quality (DEQ) has asked it to be encapsulated. The project went out for bid, and all bids received were extraordinarily high. The administration asked DEQ if they could reject all bids and redesign the project in an attempt to bring the cost down. He said he would get the exact location to Regent Anthony.

Regent Hall moved and Regent Milner seconded to approve Section J, Items 1-4, as presented in the OSU Agenda.

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

K-1 Ratification of interim approval for new study abroad fee

K-2 Approval for 2020-2021 room and board rate proposal (OSUIT)

Mr. Weaver referenced the study abroad fee, noting there was an enormous amount of difficulty tracking students this spring who were all over the globe. It became painfully obvious there was not good coordination and administration of student activities. The individual faculty knew where students were, but the administration did not know with the degree of certainty it should. This new fee is going to allow the Study Abroad office to create more administrative structure to track students a bit more tightly including where they are, who the contact is, and the ability to bring them back much quicker. Spring Break was very difficult for OSU because there were students on so many different continents and trying to coordinate getting them back to Stillwater or home was challenging to say the least. This fee will help them administer these processes so they will be better prepared in the future.

Regent Link asked if this means OSU is going to be charging students to track them while they are abroad. Mr. Weaver affirmed this and noted that it is a typical practice at other universities. OSU has never done this before, but the fee will be less than its Big 12 peer institutions. The fee is \$100 per trip and other universities charge between \$200-\$300. He said it is felt appropriate that the traveling students pay this fee rather than all students sharing the expense.

Regent Burns asked how the University is going to keep track of the students. Mr. Weaver said there are software packages available for purchase and personnel will be hired whose jobs will be to stay in touch with students during their travels. Provost Sandefur said OSU has a very small Study Abroad office and it was already overwhelmed trying to function, even before the pandemic. Additional personnel is needed in that office to protect, help, and meet the needs of the study abroad students. Once the pandemic is over, it is desired to expand study abroad opportunities for students and in order to do that additional infrastructure is needed. Regent Burns asked if students' movements will be tracked throughout the day. Mr. Weaver affirmed this. He said the Anthony Travel Office is going to move to the Wes Watkins Center so there can be better collaboration between them and the Study Abroad office at OSU. Anthony Travel brings some significant assets to the table as well and they can help provide better travel coordination for these groups.

Regent Watkins said she would like to speak in support of this effort. It is an understatement that more people are needed to coordinate the Study Abroad program at OSU and this will be a big help to them.

OSUIT President Bill Path spoke with regard to item K-2, noting that the administration has made an effort to keep costs as minimal as possible for students. Meals are \$4.77 per student, and this increase is approximately 3 percent. OSUIT is not raising housing rates this year, as those were raised last year. They try to rotate between raising food and housing each fiscal year to try to keep costs as low as possible for their students.

Regent Watkins moved and Regent Callahan seconded to approve Section K, Items 1 and 2, as presented in the OSU Agenda.

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

President Hargis said he would like to emphasize the great job Joe Weaver and his team did on the bond issue.

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

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 Patricia Ann Bell, Professor, Emeritus, and Department Head, Sociology, was claimed by death on March 9, 2020; and

WHEREAS, Dr. Bell, by her loyalty, attention to duty, and faithful performance rendered service as a faculty member of Oklahoma State University from February 1, 1981, to the date of her retirement, June 1, 2012, 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 Dr. Bell 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 Dr. Bell.

Adopted by the Board the 24th day of April, 2020.



Tucker Link, Chair

III. OKLAHOMA PANHANDLE STATE UNIVERSITY, GOODWELL, OKLAHOMA

President Tim Faltyn and members of the Oklahoma Panhandle State University (OPSU) administration joined the Zoom meeting 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 highlighted various stories of interest contained in the *Panhandle Magazine*. He recognized Mr. Benny Dain, Vice President of Fiscal Affairs, who is retiring after 30 years of service at OPSU. Chairman Link expressed appreciation to Mr. Dain for his service.

D-1 Approval of Personnel Action

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

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

G-1 Approval to accept a donation of real property from the Guymon Industrial Foundation for the construction of the OPSU Technical Education Center

President Faltyn said OPSU has a great relationship with the Guymon Industrial Foundation (GIF) and after further discussion, the GIF is donating this land for the Technical Education Center (TEC) as well as dedicating scholarships to the TEC.

Regent Link asked if this is the Center for which OPSU received a grant. President Faltyn affirmed, and said OPSU received an Economic Development Education grant in partnership with Guymon Public Schools and High Plains Technology Center. He said this is an historical partnership and he appreciates the community support.

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

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

I-1 Approval to select a construction management firm to assist with the design and construction of a new Technical Education Facility

Regent Hall said the FAPF Committee met with the OPSU administration regarding this Item and acted to recommend approval to select The Ross Group as the construction manager for this project.

Regent Hall moved and Regent Burns seconded to approve The Ross Group as the construction management firm for the project as presented in Item I-1 in the OPSU Agenda.

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

Goodwell, Oklahoma

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

April 24, 2020

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

B – RESOLUTIONS

None

C - POLICY AND OPERATIONAL PROCEDURES

None

D - PERSONNEL ACTIONS

1. Board approval is requested for personnel actions including appointments, changes in salary, changes in title or rate, personnel leaves, etc. (*Reference Document D-1*)

E - INSTRUCTIONAL PROGRAMS

None

F - BUDGETARY ACTIONS

None

G - OTHER BUSINESS AND FINANCIAL MATTERS

1. Board approval is requested to accept a donation of real property from the Guymon Industrial Foundation for the construction of the Oklahoma Panhandle State University Technical Education Center. (*Reference Document G-1*)

H - CONTRACTUAL AGREEMENTS (other than construction and renovation)

None

I - NEW CONSTRUCTION OR RENOVATION OF FACILITIES

1. Board Approval is requested to select a construction management firm to assist the University with the design and construction of a new Technical Education Facility. This project is coordinated by Ryan Blanton and Liz McMurphy, Oklahoma Panhandle State University, and assisted by Mike Buchert and Jana Phillips, Long Range Facilities Planning.
(Reference Document I-1)

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. March 2020 Out of State Travel *(Reference Document M-1)*
2. 3rd Quarter FTE Report *(Reference Document M-2)*

Name	Action	Effective Date	Salary/Rate
Jordan Freeman	Shooting Sports Coach	3/10/2020	\$36,000

Name	Title	Type	Effective Date	Service Time
Jaimee McGuire	Director of Nursing/Assistant Professor of Nursing	Resigned	3/31/2020	6 years 7 months
Denise Levine	Head Women/Men's Cross Country Coach and Asst. Women's basketball coach	Resigned	4/30/2020	2 years 8 months

G - OTHER BUSINESS AND FINANCIAL MATTERS

1. Board approval is requested to accept a donation of real property from the Guymon Industrial Foundation. The property, a tract of land located in the East Half (E/2) of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of Section 21, T3N, R15E, in Guymon, OK, is being donated to construct a 10,700 sq. /ft. Oklahoma Panhandle State University Technical Education Center. On October 25, 2019, Board approval was provided to purchase the real property for \$29,236. This donation eliminates the need for that purchase. Legal Counsel has reviewed all documentation.

I - NEW CONSTRUCTION OR RENOVATION OF FACILITIES

1. Board Approval is requested to select a construction management firm to assist the University with the design and construction of a new Technical Education Facility. The firms listed below, in order of receipt of Letters of Interest, are all qualified to work on this project:

The Ross Group, Tulsa, Oklahoma

Downey Contracting, LLC, Oklahoma City, Oklahoma

Onsite Construction Group, LLC, Oklahoma City, Oklahoma

FUNDING

The planned costs for this project are not expected to exceed \$1,600,000 and will be from legally available funds through a U.S. Economic Development Administration grant.

JUSTIFICATION

Oklahoma Panhandle State University is constructing a new 10,400 square-foot technical education center in Guymon, OK. The building is comprised of a pre-engineered metal building structure system, slab-on-grade foundation, lobby, general classroom, clean classroom, welding stations, dirty classroom, and required building auxiliary components. A new parking lot, trailer entry, and service drive are included. The design and construction of the facility will include all necessary fixtures, equipment, site development, and utilities. Permission to begin the selection process was given at the October 25, 2019 Board meeting. The selection process began when a letter was sent to the State Construction Administrator at the office of Management and Enterprise Services requesting the list of consultants registered with that office. On January 30, 2020, Project Notifications were sent to the registered firms informing them of the University's intent to select a consultant for this project. Six firms submitted Letters of Interest.

The selection committee invited all six firms to interview. One firm removed itself from consideration, citing a reduction in personnel due to adjustments in their office as a result of efforts to mitigate coronavirus/covid-19. Five firms were interviewed on March 25, 2020. After the interviews, the selection committee determined to recommend the firms listed above for Board consideration. This project is coordinated by Ryan Blanton and Liz McMurphy, Oklahoma Panhandle State University, and assisted by Mike Buchert and Jana Phillips, Long Range Facilities Planning.

**CONSTRUCTION MANAGER AT RISK SELECTION
FOR THE DESIGN AND CONSTRUCTION OF A NEW TECHNICAL EDUCATION FACILITY
OKLAHOMA PANHANDLE STATE UNIVERSITY – GOODWELL, OKLAHOMA**

REF: CAP# 20SOL017

The Board of Regents for Oklahoma State University and the Agricultural and Mechanical Colleges has authorized Long Range Facilities Planning to initiate the selection process for this project.

Description (from Project Notification):

Oklahoma Panhandle State University plans on constructing a new technical education center in Guymon, OK. Construction of approximately 10,400 square foot free-standing career tech facility to house vocational training in welding. The building is comprised of a pre-engineered metal building structure system, slab-on-grade foundation, lobby, general classroom, clean classroom, welding stations, dirty classroom, and required building auxiliary components. A new parking lot, trailer entry, and service drive are included.

Project Budget: The planned costs for this project are not expected to exceed \$1,600,000. Funding will be from legally available funds through a U.S. Economic Development Administration grant.

Time Schedule: Construction Manager Selection Complete: **April 24, 2020**

Construction Manager at Risk Selection Committee:

Dr. Ryan Blanton, VP of Outreach, Oklahoma Panhandle State University
Dr. Jared Bates, Assistant Professor Animal Science, Oklahoma Panhandle State University
Matthew Carter, Dept Chair, Industrial Technology, Oklahoma Panhandle State University
Dr. Julie Dinger, VP Academic and Student Affairs, Oklahoma Panhandle State University
Robby Johnson, Assistant Director Physical Plant, Oklahoma Panhandle State University
Steve Martin, Dept Chair, Computer Information Systems, Oklahoma Panhandle State University
Liz McMurphy, Comptroller, Oklahoma Panhandle State University
Barclay Holt, Assistant Superintendent, High Plains Technology Center*
Jana Phillips, University Architect, Long Range Facilities Planning
Chair did not attend all interviews*

Initial Screening:

Approval to begin the selection process for the construction manager at risk to assist the University with the project was given at the Board of Regents' meeting held on October 25, 2019.

The selection process began on January 30, 2020, when a letter was sent to the State Construction Administrator at the Oklahoma Office of Management and Enterprise Services Division of Capital Assets Management requesting the list of consultants registered with that

office. A list of eighty-three firms was provided. On February 7, 2020 a Project Notification was sent to the eighty-three firms informing them of the intent of the University to engage a construction manager at risk for the project and inviting them to advise of their interest. Six firms submitted Letters of Interest.

All six firms were invited for interview. One firm withdrew from process citing a reduction in personnel due to adjustments in their office as a result of efforts to mitigate coronavirus/covid-19.

The Committee interviewed five (5) firms:

(In order of receipt of letter of interest)

AC Owen Construction, Edmond, Oklahoma

The Ross Group, Tulsa, Oklahoma

Downey Contracting, LLC, Oklahoma City, Oklahoma

Stout Construction, Owasso, Oklahoma

Onsite Construction Group, LLC, Oklahoma City, Oklahoma

Interviews and Evaluation Criteria:

The interviews were held via WebEx video conference to comply with federal, state, and local recommendations to mitigate the spread of coronavirus/covid-19, on March 25, 2020. The following criteria were used by the committee to evaluate the firms:

- Specialized experience and technical competence for the type of services required. **30%**
- Capacity and capability, including any consultants, to perform the work, including any specialized services, within the stated time limitations of the project. **30%**
- Past record of performance on contracts with government agencies or private industry. (Estimating, control of costs, quality of work, and ability to meet schedules) **30%**
- Proximity to or familiarity with the area in which the project is located. **5%**
- Safety record for past five (5) years. **5%**

Committee summary:

In the opinion of the Committee, three of the five firms interviewed were capable of completing the work and each of the three firms should be considered for this project. In order of receipt of their Letters of Interest, these firms are:

The Ross Group, Tulsa, Oklahoma

Downey Contracting, LLC, Oklahoma City, Oklahoma

Onsite Construction Group, LLC, Oklahoma City, Oklahoma

Individual reports for each of these firms follow.

The Ross Group, Oklahoma City, Oklahoma

Introduction:

Since 1979 Ross Group has completed more than \$1 billion dollars' worth of new construction, renovations, repairs, and maintenance for private, commercial, and federal clients across the

state and country. Our experience and local presence in Oklahoma has allowed us to develop the expertise, local subcontractor relations, market knowledge, understanding of geographical conditions, and awareness to local codes, conditions, and jurisdictions. All of which benefits our clients and ensures the successful, to ensure the successful, timely completion of the New Technical Education Center project in Goodwell, OK.”

From The Ross Group’s Letter of Interest

Proposed Key Staff:

Vice President of Operations, Clint Black; **Project Manager**, Will Moore; **Project Superintendent**, David Ross; **Senior Estimator/Cost Control**, Vince Adamek; **Corporate Safety Officer**, Jacob Walton

OSU and A&M Projects During Past Five Years:

Dr. Ray Sidwell Research Facility (*OSU, Lahoma*), Hannigan and England Hall Stair Replacement (OSUIT- Okmulgee), Police Resident Life (OSUIT – Okmulgee), Collision Tech Building OHD (OSUIT-Okmulgee), Alexander Hall Stair Replacement (OSUIT-Okmulgee)

OK/A&M System Presence:

“Ross Group proudly employs 12 OSU System and A&M Colleges graduates, which is 11% of our work force. Three OSU Graduates will be on the project team for the New Technology Education Center project.”

From The Ross Group’s Letter of Interest

Minority Inclusion:

“As a Native American owned and former small business corporation, Ross Group is dedicated to providing small and disadvantaged businesses the maximum practicable opportunity (MPO) to complete on subcontracts on all projects. We understand the use of small businesses, minority-owned businesses, woman owned businesses, small disadvantaged businesses, 8(a) businesses, HUBZone business enterprises, and disabled veteran businesses is a matter of national interest, with both social and economic benefits. This understanding has developed and strengthened our commitment towards the success of these businesses.”

From The Ross Group’s Letter of Interest

An outline of the firm’s Minority Inclusion Plan was included with the Letter of Interest.

Committee Comments:

The Selection Committee noted the following during the presentation:

- The Ross Group has experience on the OPSU Campus, and in the A&M System.
- The project team is experienced with both federal grant reporting and title 61.
- The Ross Group has good experience with pre-engineered metal buildings.
- Presentation included good strategies to canvas and engage local subcontractors.

Conclusion:

It is the opinion of the committee that *The Ross Group, of Tulsa, Oklahoma* has sufficient experience and ability to be a good candidate for this project. The firm **The Ross Group** is recommended to the Board for consideration for this project.

Downey Contracting, LLC, Oklahoma City, Oklahoma**Introduction:**

“For 20 years Downey Contracting, LLC has served Oklahoma and surrounding states with accomplished general contracting, professional construction management, artistic design build and civil construction. The company presently has 75 employees, 11 of whom staff our Oklahoma City Office.”

From Downey Contracting, LLC’s Letter of Interest

Proposed Key Staff:

Owner, Brandon Downey; **Program Coordinator/ Preconstruction Manager**, Rick Morris; **Project Manager**, Day Zimbelman; **Estimator**, George Ablah; **Project Superintendent**, Gerald Kelley; **Assistant Project Manager**, Stacie Kyle; **QC/Safety/Owner Relations**, David Vaughan

OSU and A&M Projects in the Past Five Years:

Voltage Upgrade (OSU-Stillwater)

OK/OSU Presence:

Downey Contracting, LLC is an Oklahoma City based construction company founded in 1999 by Brandon Downey and Larry Downey. Project Manager, Day Zimbleman is an OSU graduate.

Minority Inclusion:

An outline of the firm’s Minority Inclusion Plan was included with the Letter of Interest.

“It is the policy of Downey Contracting, LLC to afford equal opportunity for employment to all individuals, including Vietnam era veterans, disabled veterans, and handicapped, regardless of race, color, religion, sex or national origin.”

From Downey Contracting, LLC’s Letter of Interest

Committee Comments:

The Selection Committee noted the following during the presentation:

- Downey Contracting, LLC is experienced working on active college campuses.
- Very good presentation on activities and engagement during Preconstruction, Bidding and Construction phases.
- Downey Contracting, LLC is experienced with both federal grant reporting and title 61.
- Downey Contracting, LLC has completed similar welding training facilities.

Conclusion:

It is the opinion of the committee that *Downey Contracting, LLC of Oklahoma City, Oklahoma* has sufficient experience and ability to be a good candidate for this project. The firm **Downey Contracting, LLC** is recommended to the Board for consideration for this project.

Onsite Construction Group, Oklahoma City, Oklahoma**Introduction:**

"Onsite Construction strives to utilize our executive teams 140 years combined personal experience with over \$2 billion in construction experience to build facilities for our clients. Onsite Construction has recently completed \$25 million worth of construction projects for the United States Department of Veterans Affairs facilities."

From Onsite Construction Group's Letter of Interest

Proposed Key Staff:

Managing Member, Jacob Baucom; **Chief Operating Officer**, Bryce Johnson; **Senior Project Manager**, James Pierce; **Director of Preconstruction Services**: Jerry Anderson; **Superintendent**: Cody Wiggins

From Onsite Construction Group's Letter of Interest

OSU and A&M Projects During Past Five Years:

"Onsite Construction Group has not had the privilege of working for Oklahoma State University"

From Onsite Construction Group's Letter of Interest

OK/OSU A&M System Presence:

"25% of our team directly involved with the project have attended OSU."

From Onsite Construction Group's Letter of Interest

Minority Inclusion:

An outline of the firm's Minority Inclusion Plan was included with the Letter of Interest.

"As a Service-Disabled Veteran Owned Small Business Onsite Construction Group recognizes the need for minority inclusion in all facets of our organization."

From Onsite Construction Group's Letter of Interest

Committee Comments:

The Selection Committee noted the following during the presentation:

- Onsite Construction Group is experienced with both federal grant reporting and title 61.
- Team members have experience on higher education campuses and with pre-engineered metal buildings.
- The firm has a history of working in remote locations, and has a thoughtful plan to engage local subcontractors.
- Onsite Construction Group has completed similar welding training facilities.

Conclusion:

It is the opinion of the committee that Onsite Construction Group, Oklahoma City, Oklahoma, has sufficient experience and ability to be a good candidate for this project. The firm **Onsite Construction Group** is recommended to the Board for consideration for this project.

OKLAHOMA PANHANDLE STATE UNIVERSITY
INSTITUTION

SUMMARY OF OUT-OF-STATE TRAVEL AS OF Mar-20
MONTH

FUND SOURCE	FY20		FY19		FY20		FY19	
	TRAVEL THIS MONTH		CORRESPONDING MONTH		TRAVEL THIS YEAR		CORRESPONDING YEAR	
	NUMBER OF TRIPS	AMOUNT EXPENDED	NUMBER OF TRIPS	AMOUNT EXPENDED	NUMBER OF TRIPS	AMOUNT EXPENDED	NUMBER OF TRIPS	AMOUNT EXPENDED
REVOLVING								
ST APPRO	8	4,041.91	8	\$ 3,764.02	49	\$ 22,535.02	59	\$ 21,421.48
FEDERAL							2	\$ 993.61
PRIVATE								
AUXILIARY	6	2,551.39	5	\$ 1,156.66	47	20,583.86	46	\$ 16,046.12
OTHER								
TOTAL	14	6,593.30	13	\$ 4,920.68	96	\$ 43,118.88	107	\$ 38,461.21

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 Dr. Timothy Faltyn President
Institution

Subject: FTE Employee Report for Fiscal Quarter Ending 3/31/2020
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	Student	Faculty	Other	Student	Faculty	Regular	Other	Regular	Student	Other	
A. FTE Employees for Reported Fiscal Quarter	51	80	17	1	2	0	0	6	16	52	88	33	173
B. FTE Employees for Fiscal Quarter Immediately Preceding Reported Quarter ⁽³⁾	58	83	21	1	1	0	0	7	18	59	91	39	189
C. Increase or Decrease in FTE Employees (Item A minus Item B)	-7	-3	-4	0	1	0	0	-1	-2	-7	-3	-6	-16
D. Comparable Quarter Last Year	63	77	17	0	1	0	0	7	10	63	85	27	175

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 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 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.

*Decrease reflected in Line C is due to adjunct faculty personnel changes by employment agreement for the Fall 2019 semester. The 4th Quarterly Report will reflect the rehiring of adjunct personnel for the Spring 2020 semester.

IV. LANGSTON UNIVERSITY, LANGSTON, OKLAHOMA

President Kent Smith and members of the Langston University (LU) administration joined the Zoom meeting to present the business of LU and review the Agenda for members of the Board. (The LU Agenda is attached to this portion of the minutes.)

F-1 Approval to accept a USDA grant titled, “Langston University 1890 Scholarship Program” and to expend grant funds according to grant guidelines

F-2 Approval to accept a USDA grant titled, “Measuring ruminal methane emission and heat energy of small ruminants with a portable group calorimetry system” and to expend grant funds according to grant guidelines

President Smith said he is proud of Item F-1, as this is something he worked on nationally. This grant went to all 1890 institutions to increase enrollment within the agricultural schools. For LU, the amount of the grant is \$752,000. Item F-2 is a grant in the amount of \$200,000 for 2020 through 2023. Regent Link said to ensure all guidelines are followed appropriately in the use of these grant funds.

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

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

I-1 Approval to select an architectural firm to assist with the design and construction of a new Biotechnology Facility

I-2 Approval to select construction manager at risk to assist with the design and construction of a new Biotechnology Facility

President Smith said Items I-1 and I-2 were discussed with the FAPF Committee during its meeting earlier this week.

Regent Hall said the Committee met with the LU administration regarding these Items and the Committee acted to recommend approval of Studio Architecture as the architectural firm and CMS Willowbrook as the construction management firm for the new Biotechnology Facility.

Regent Hall moved and Regent Burns seconded to approve the firms for Items I-1 and I-2 as recommended by the FAPF Committee.

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

J-1 Approval of purchasing items

President Smith said this Item is requesting approval for the School of Physical Therapy to procure two vans using federal funding for approximately \$200,000. LU is working with OSU Purchasing for this purchase.

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

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

President Smith said he just received an email that another grant was just approved for LU. He said a team worked hard to turn over a grant proposal in just two days. Those efforts resulted in LU being awarded almost \$500,000 from the federal government. He expressed appreciation to the team and said that during midst of COVID and everything else that has been going on, to get a grant submitted and awarded is awesome. He said this is a testament to working together and dealing with what is a difficult time for everyone.

The business of Langston University being concluded, President Kent Smith and members of the administration were excused from the meeting.



LANGSTON UNIVERSITY

Langston, Oklahoma

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

April 24, 2020

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

B – RESOLUTIONS

None

C - POLICY AND OPERATIONAL PROCEDURES

None

D - PERSONNEL ACTIONS

1. The enclosed personnel items do not require action by the Board and are included for informational purposes only (*Reference Document D-1*)

E - INSTRUCTIONAL PROGRAMS

None

F - BUDGETARY ACTIONS

1. Approval is respectfully requested for the Langston University School of Agriculture and Applied Sciences to accept a USDA grant entitled "Langston University 1890 Scholarship Program" in the amount of \$752,632.00 for the period of 07/01/2020 through 06/30/2024. Board authorization is requested to expend the grant funds, including payment of administrative allowances at year-end, according to grant guidelines.
2. Approval is respectfully requested for Langston University's School of Agriculture and Applied Sciences to accept a USDA grant entitled "Measuring ruminal methane emission and heat energy of small ruminants with a portable group calorimetry system" in the amount of \$200,000.00 for the period of 05/01/2020 through 04/30/2023. Board authorization is requested to expend the 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)

None

I - NEW CONSTRUCTION OR RENOVATION OF FACILITIES

1. Approval is respectfully requested for Langston University to select an Architectural Firm to assist the University with the design and construction of a new Biotechnology Facility on the Langston Campus. A full report has been prepared by Long Range Facilities Planning with additional details and a recommendation. (*Reference Document I-1*)
2. Approval is respectfully requested for Langston University to select a Construction Manager at Risk to assist the University with the design and construction of a new Biotechnology Facility on the Langston Campus. This is a companion item for I-1. A full report has been prepared by Long Range Facilities Planning with additional details and a recommendation. (*Reference Document I-2*)

J - PURCHASE REQUESTS

1. Board approval is requested for the following purchasing items. All purchases will comply with Board of Regents for the Oklahoma Agricultural and Mechanical Colleges Policies and Procedures, as well as applicable state statutes. (*Reference Document J-1*)

K - STUDENT SERVICES/ACTIVITIES

None

L - NEW BUSINESS UNFORESEEN AT TIME AGENDA WAS POSTED

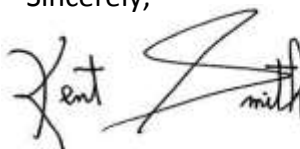
None

M - OTHER INFORMATIONAL MATTERS NOT REQUIRING ACTION OF THE BOARD

1. 3rd Quarter FTE Report (*Reference Document M-1*)

All items listed above are respectfully submitted for your approval.

Sincerely,

A handwritten signature in black ink. The signature is stylized, with the first part resembling 'Kent' and the second part resembling 'Smith'. There is a large, sweeping flourish that connects the two parts of the name.

KENT J. SMITH, JR.
PRESIDENT

D – PERSONNEL ACTIONS

Personnel actions pertaining to appointments, reappointments, changes in salary, changes in title or rate, personnel leaves, etc.

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

Name	Title	Type	Effective Date	Service Time
Tina Stewart	Instructor, School of Nursing and Health Professions (non-tenure track)	Resignation	02/26/2020	1/13/2020- 02/26/2020
Dr. Christie Phillips	Instructor/ School of Nursing and Health Professions (non-tenure track)	Non- Renewal	05/19/2020	08/27/2018- 05/19/2020
Dr. Evia Davis	Professor/Chair, Family and Consumer Sciences (tenured)	Retirement	05/31/2020	01/13/2000- 05/31/2020
Dr. Todd Farmer	Associate Professor/Acting Chair, Health, Physical Education and Recreation (tenure-track)	Resignation	07/23/2020	07/01/2015- 07/23/2020

**ARCHITECT SELECTION FOR THE DESIGN AND CONSTRUCTION OF
A NEW AGRICULTURAL BIOTECHNOLOGY FACILITY
LANGSTON UNIVERSITY – LANGSTON, OKLAHOMA**

REF: CAP#20SOL010

The Board of Regents for Oklahoma State University and the Agricultural and Mechanical Colleges has authorized Long Range Facilities Planning to initiate the selection process for this project.

Description (from Project Notification):

Langston University School of Agriculture and Applied Sciences plans on constructing a new agricultural biotechnology facility on our Langston campus. Designs will incorporate a laboratories, classrooms to support animal and plant biotechnology studies. This facility will help reach our extension, research, and teaching goals as an 1890 Land-Grant Institution. This facility will serve multiple functions for faculty, staff, and students.

PROJECT BUDGET: The planned costs for this project are not expected to exceed \$6,000,000. Funding will be from legally available funds.

TIME SCHEDULE: Selection Complete: **April 24, 2020**

Architect Selection Committee:

Mike Buchert, Director LRFP*

Phil Thomas, Associate Director, Long Range Facilities Planning*

Jana Phillips, University Architect, Long Range Facilities Planning, Chair

Steve Casteel, Assistant Director of Construction Services, Long Range Facilities Planning

Kirby Crain, Project Manager, Long Range Facilities Planning

Dr. Wesley Whittaker, Dean of Agriculture, Langston University*

Dr. Alonzo Peterson, Dean of Arts and Sciences

Dr. Arthur Goetsch, Director of Capital Projects, Oklahoma State University

Channelle Hayes, Research Lab Coordinator, Administration of Research*

Dr. Kanyand Matand, Director, Biotechnology Center, Langston University

Dr. Byron Quinn, Assistant Professor and Chair Biology

Dr. Joshua Ringer, Assistant Professor, Administrator of Extension, Langston University

Dr. Yonathan Tilahun, Specialist, Administration of Research, Langston University*

Dr. Zaisen Wang, Administrator of Research, Horticulture, Langston University*

did not attend all interviews*

Initial Screening:

Approval to begin the selection process for the architecture firm to assist the University with the project was given at the Board of Regents' meeting held on December 6, 2019. The selection process began on December 9, 2019, when a letter was sent to the State Construction Administrator at the Oklahoma Office of Management and Enterprise Services Division of Capital Assets Management requesting the list of consultants registered with that office. A list

of sixty-four (64) firms was provided. On December 18, 2019 a Project Notification was sent to the sixty-four (64) firms informing them of the intent of the University to engage an architect for the project and inviting them to advise of their interest. Four (4) firms submitted Letters of Interest.

All four firms were invited for interviews.

**The Committee interviewed four (4) firms:
(In order of receipt of letter of interest)**

KKT Architects, Tulsa, OK
Integrated Architects, Stillwater, Oklahoma
GH2 Architects, Tulsa, Oklahoma
Studio Architecture, Oklahoma City, Oklahoma

Interviews and Evaluation Criteria:

The interviews were held in Room 115 of the EL Holloway Building at Langston University in Langston, Oklahoma on March 4, 2020. The following criteria were used by the committee to evaluate the firms:

- | | |
|---|-----|
| • Quality of presentation | 10% |
| • Applicability of portfolio of previous work | 35% |
| • Implementation – approach and philosophy | 35% |
| • Adherence to time and budget constraints. | 20% |

Committee summary:

In the opinion of the Committee, three of the four firms interviewed were capable of completing the work and each of the three firms should be considered for this project. In order of receipt of their Letters of Interest, these firms are:

Integrated Architects, Stillwater, Oklahoma
GH2 Architects, Tulsa, Oklahoma
Studio Architecture, Oklahoma City, Oklahoma

Individual reports for each of these firms follow.

Integrated Architecture, Stillwater, Oklahoma**Introduction:**

“Integrated Architecture (IA) was started in February of 2013 based simply on providing quality architectural leadership, design and service to clients. We believe architecture itself is a specialty service and we strive to provide project leadership, innovative design, technical development, clear and concise documents, and coordination through construction for our client’s vision to become reality. In 2018 we expanded our office to a Stillwater location. Stillwater is not a second location as much as it is an expansion of our team to a new location. We are one team working together out of two locations.”

From Integrated Architecture’s Letter of Interest

Proposed Key Staff:

Principal-in-Charge, Nathan Baker, AIA, NCARB; **Project Manager/ Project Architect**, Mark Gandy, AIA; **Project Coordinator/Drafting**, Atticus Mullon; **Horticulture Consultant**, Allan Storjohann; **Animal Care Operations Consultant**, David W. Brammer

OSU and A&M Projects During Past Five Years:

“Integrated Architecture has not yet had the opportunity to work on a project with the A&M System. However, we are excited to pursue the opportunity impact the A&M System through this Langston University project.”

From Integrated Architecture’s Letter of Interest

OK/OSU A&M System Presence:

“Atticus Mullon and Jennah Macintyre, both 2017 OSU School of Architecture graduates—Atticus and Jennah represent 50% of our team in number and IA staff. The core architecture and consulting team has 10 people – 4 of those being OSU graduates representing 40% of the team.”

From Integrated Architecture’s Letter of Interest

Minority Inclusion:

“Integrated Architecture believes that all people are uniquely gifted and we strive to create an accepting workplace. Our goal is to identify the best people for the job and utilize their skills regardless of gender, race, religion, nationality, disability, or other personal attribute that may set an individual apart.”

From Integrated Architecture’s Letter of Interest

Committee Comments:

The Selection Committee noted the following during the presentation:

- Integrated Architecture has experience with BSL2 research and teaching laboratories
- Individual team members have good A&M System experience from previous firms.
- Integrated Architecture has good experience in higher education.
- Presentation included a thorough approach for meeting deadlines through the design process.

Conclusion:

It is the opinion of the committee that *Integrated Architecture of Stillwater, Oklahoma* has sufficient experience and ability to be a good candidate for this project. The firm **Integrated Architecture** is recommended to the Board for consideration for this project.

GH2 Architects, Tulsa, Oklahoma

Introduction:

“In continuous operations since 1973, GH2 Architects has focused on delivering excellent design with exceptional customer service. With offices in Oklahoma City, Tulsa, and Phoenix, we have 68 dedicated professionals who design projects that respond directly to the needs and budget requirements of our clients. In addition to our distinguished general practice—which provides architecture, interior design, landscape architecture and cost estimating services—GH2 has specialty practices in the areas of hospitality, equine and historic preservation architecture that have gained the firm international recognition.”

From GH2’s Letter of Interest

Proposed Key Staff:

Principal, Architect, Steve Jagers, AIA; **Associate Principal, Director of Design**, Reid Burton, AIA, LEED AP, CDT; **Architect**, Tyler Wallace, AIA; **Senior Architect**, Jamie Prashaw, AIA, EDAC, LEED AP; **Intern Architect**, Kala Ade, Associate AIA; **Associate Principal Cost Estimator & Landscape Architect**, Jeremy Carlisle, ASLA, PLA; **Interior Designer**, Emily Sappington, NCIDQ; **Intern Architect**, Olivia Hupy, Associate AIA; **Landscape Designer**, Nick Spriggs

OSU and A&M Projects During Past Five Years:

Track and Field Resurfacing (Langston), On-Call Architectural Services (OSU/ Oklahoma A&M), Legacy Plaza (OSU-CHS), Ferguson Family Dairy Center: Freestall Barn, Student Housing and Robotic Milker Visitors Center (OSU-Stillwater), Honors College Feasibility Study (OSU-Stillwater), Veterinary Medicine Classroom Feasibility Study (OSU-Stillwater), Colvin Center Masterplan (OSU-Stillwater), Oklahoma Country Extension Office and Classroom Building Addition (OSU-OKC), MidAmerica Career Center (OSUIT), Roof Replacements – various (OSUIT), Noble Building Exterior Wall Repairs (OSUIT), HETC Building Exterior Wall Repairs (OSUIT), Football Turf Replacement (OPSU, Goodwell)

OK/OSU A&M System Presence:

“GH2 is proud to say that 34 staff members graduated from Oklahoma State University, making up 48% percent of our staff. The GH2 Agricultural Biotechnology Facility Project Team is comprised of 67% Oklahoma State University graduates.”

From GH2’s Letter of Interest

Minority Inclusion:

“Ms. Cara Shimkus Hall, FAIA, is majority shareholder. GH2 and our proposed team members are committed to the use and encouragement of minority and women-owned companies.”

From GH2’s Letter of Interest

Committee Comments:

The Selection Committee noted the following during the presentation:

- GH2 has experience with BSL2 research & teaching laboratories
- Presentation outlined processes to achieve a quality building based on user input.
- GH2 has good working relationship with LRFP and multiple campuses in the A&M System
- Presentation conveyed enthusiasm for the project.

Conclusion:

It is the opinion of the committee that *GH2 Architects of Tulsa, Oklahoma* has sufficient experience and ability to be a good candidate for this project. The firm **GH2 Architects** is recommended to the Board for consideration for this project.

Studio Architects, Oklahoma City, Oklahoma**Introduction:**

“Established in 2001, STUDIO is a full service architectural firm located in Oklahoma City on 8th & North Walker. Our office is a collection of 17 vibrant and talented individuals from diverse professional backgrounds that has gained local and regional recognition for excellence in design.”

From Studio’s Letter of Interest

Proposed Key Staff:

Studio: Project Principal, Joshua Hill, AIA; **Project Manager**, Chase Winkle, AIA; **Project Designer**, Steven Raynor, AIA; **Interior Design**, Shelly Stephens, RID; **QA/QC/Cost Estimating & Director of Architecture**, Patrick Schoenfeldt; **PGAV: Principal**, Steve Cramer, AIA, LEED AP; **Senior Project Architect**, Dave Worthington, RA

OSU and A&M Projects During Past Five Years:

Animal Physiology Lab and Master Plan (OSU-Stillwater), Arts and Sciences Lab Renovation (OSU-Stillwater), Botanic Garden Treehouses (OSU-Stillwater), CEAT Undergraduate Lab Master Plan (OSU-Stillwater), CVHS Academic Center(OSU-Stillwater), Covelle Hall Remodel (OSUIT-Okmulgee), Dairy Barn Study, DASNR Lab and Master Plan (OSU-Stillwater), Edmon Low Library Master Plan (OSU-Stillwater), Engineering North 2nd-5th Floors Renovation (OSU-Stillwater), Engineering South Master Plan(OSU-Stillwater), Library Annex Building (OSU-Stillwater), Noble Research Center Facade Study (OSU-Stillwater), Health Services Employee Clinic (OSU-Stillwater), Café Libro (OSU-Stillwater), NOC Classroom Building(NOC-Stillwater), Postal Plaza Basement Renovation Study (OSU-Stillwater), Student Union Kitchen (OSUIT- Okmulgee), and Library Study (OSU-Tulsa)

OK/OSU A&M System Presence:

“STUDIO is very Orange, with 76% (13) of our total staff (17) and 75% of our ownership having degrees from Oklahoma State University. 67% of the proposed STUDIO project team has at least one degree from OSU.”

From Studio’s Letter of Interest

Minority Inclusion:

“STUDIO believes that all persons are entitled to equal employment opportunity and does not discriminate against its employees or applicants because of race, color, religion, sex, sexual orientation, national origin, ancestry, age, marital status, disability, veteran status, or any other basis prohibited by federal, state, or local law. Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including but not limited to recruitment, hiring, training, compensation, promotion, transfer, discipline, layoff, and termination.”

From Studio’s Letter of Interest

Committee Comments:

The Selection Committee noted the following during the presentation:

- The team of Studio/PGAV has experience with research and teaching laboratories of BSL2
- Presentation included a thorough outline of the design process
- Studio has a good working relationship with LRFP and multiple campuses in the A&M System
- The team of Studio/PGAV is currently performing well on large laboratory project for OSU-Stillwater.

Conclusion:

It is the opinion of the committee that *Studio Architecture of Oklahoma City, Oklahoma* has sufficient experience and ability to be a good candidate for this project. The firm **Studio Architecture** is recommended to the Board for consideration for this project.

**CONSTRUCTION MANAGER AT RISK SELECTION
FOR THE DESIGN AND CONSTRUCTION OF A NEW AGRICULTURAL BIOTECHNOLOGY FACILITY
LANGSTON UNIVERSITY – LANGSTON, OKLAHOMA**

REF: CAP# 20SOL011

The Board of Regents for Oklahoma State University and the Agricultural and Mechanical Colleges has authorized Long Range Facilities Planning to initiate the selection process for this project.

Description (from Project Notification):

Langston University School of Agriculture and Applied Sciences plans on constructing a new agricultural biotechnology facility on our Langston campus. Designs will incorporate a laboratories, classrooms to support animal and plant biotechnology studies. This facility will help reach our extension, research, and teaching goals as an 1890 Land-Grant Institution. This facility will serve multiple functions for faculty, staff, and students.

Project Budget: The planned costs for this project are not expected to exceed \$6,000,000. Funding will be from legally available funds.

Time Schedule: Construction Manger Selection Complete: **April 24, 2020**

Construction Manager at Risk Selection Committee:

Dr. Wesley Whittaker, Dean of Agriculture, Langston University*

Dr. Alonzo Peterson, Dean of Arts and Sciences*

Dr. Arthur Goetsch, Director of Capital Projects, Oklahoma State University

Channelle Hayes, Research Lab Coordinator, Administration of Research*

Dr. Kanyand Matand, Director, Biotechnology Center, Langston University

Dr. Byron Quinn, Assistant Professor and Chair Biology*

Dr. Joshua Ringer, Assistant Professor, Administrator of Extension, Langston University

Dr. Yonathan Tilahun, Specialist, Administration of Research, Langston University

Dr. Zaisen Wang, Administrator of Research, Horticulture, Langston University*

Mike Buchert, Director LRFP*

Phil Thomas, Associate Director, Long Range Facilities Planning*

Jana Phillips, University Architect, Long Range Facilities Planning, Chair

Steve Casteel, Assistant Director of Construction Services, Long Range Facilities Planning

Kirby Crain, Project Manager, Long Range Facilities Planning

did not attend all interviews*

Initial Screening:

Approval to begin the selection process for the construction manager at risk to assist the University with the project was given at the Board of Regents' meeting held on December 6, 2019.

The selection process began on December 9, 2019, when a letter was sent to the State Construction Administrator at the Oklahoma Office of Management and Enterprise Services

Division of Capital Assets Management requesting the list of consultants registered with that office. A list of seventy-nine firms was provided. On December 18, 2019 a Project Notification was sent to the seventy-nine firms informing them of the intent of the University to engage a construction manager at risk for the project and inviting them to advice of their interest. Thirteen firms submitted Letters of Interest.

Initial Screening Criteria:

- | | |
|--|---------------|
| • Financial Capability to perform the work: | Yes/No |
| • Overall Experience (Experience in the management of capital construction projects for university campuses, including all facets of a project from inception through closeout and post-construction follow-up): | 15% |
| • Management Team/Staff (Qualifications of proposed individual team members for the type of work): | 40% |
| • Budget, Cost, and Schedule Management (Ability to maintain projects within time/monetary constraints): | 40% |
| • OSU/A&M/Oklahoma presence: | 5 % |

**The Committee interviewed eight (8) firms:
(In order of receipt of letter of interest)**

JE Dunn Construction, Oklahoma City
 Crossland Construction, Oklahoma City, Oklahoma
 Lippert Bros., Inc., Oklahoma City, Oklahoma
 G.E. Johnson Construction, Oklahoma City, Oklahoma
 CMS Willowbrook, Oklahoma City, Oklahoma
 Flintco, Tulsa, Oklahoma
 Manhattan Construction Company, Oklahoma City, Oklahoma
 Lingo Construction Services, Inc., Yukon, Oklahoma City

Interviews and Evaluation Criteria:

The interviews were held in Room 115 of the EL Hollaway Building at Langston University in Langston, Oklahoma on March 11, 2020. The following criteria were used by the committee to evaluate the firms:

- | | |
|--|------------|
| • Specialized experience and technical competence for the type of services required. | 30% |
| • Capacity and capability, including any consultants, to perform the work, including any specialized services, within the stated time limitations of the project. | 30% |
| • Past record of performance on contracts with government agencies or private industry. (Estimating, control of costs, quality of work, and ability to meet schedules) | 30% |
| • Proximity to or familiarity with the area in which the project is located. | 5% |
| • Safety record for past five (5) years. | 5% |

Committee summary:

In the opinion of the Committee, three of the eight firms interviewed were capable of completing the work and each of the three firms should be considered for this project. In order of receipt of their Letters of Interest, these firms are:

Lippert Bros., Inc., Oklahoma City, Oklahoma
CMS Willowbrook, Oklahoma City, Oklahoma
Flintco, Tulsa, Oklahoma CMS Willowbrook, Oklahoma City, Oklahoma

Individual reports for each of these firms follow.

Lippert Bros., Inc., Oklahoma City, Oklahoma

Introduction:

Since 1920, Lippert Bros. has been a driving force in the construction industry. With customer satisfaction and investment in people as points of significant focus, the company has been able to successfully complete 100 years of a variety of projects. Strong structural foundations and buildings parallel a strong family foundation and growth at Lippert Bros., Inc. Educational clients in Oklahoma benefiting from the expertise of Lippert Bros., Inc. include Oklahoma City Public Schools, Oklahoma City University, Oklahoma State University, University of Oklahoma, Oklahoma Christian College, Rose State College, University of Central Oklahoma, Oklahoma Education Association, Norman Public Schools, Oklahoma City Community College, Dale Public Schools, Grove Public Schools, Moore Public Schools, Tecumseh Public Schools and Banner Public Schools.

From Lippert Bros., Inc.'s Letter of Interest

Proposed Key Staff:

Project Manager, Shane VanOosten; **Superintendent**, Justin Bohard; **Estimator**, Marcus Cox

OSU and A&M Projects During Past Five Years:

Dairy Visitors Center (OSU-Stillwater), Animal Nutrition Physiology (OSU-Stillwater), Sports Shooting Range (OPSU), Russell Hall (CSC-Warner), Greenhouse (CSC-Warner), Endeavor (OSU-Stillwater), Gary F Stewart Research Facility (OSU-Stillwater), New Dairy Barn & Helms Hall Residence (OSU –Stillwater), Fire Protection Publications Building Expansion (OSU-Stillwater), Greenwood Tennis Facility (OSU- Stillwater), Oklahoma County Cooperative Extension Classroom Building (OKC), Bert Cooper Engineering Laboratory (OSU-Stillwater), Parking Garage (OSU-OKC)

OK/OSU Presence:

Our presence in Oklahoma has resulted in an incredible relationship with Oklahoma State University. Currently eleven of our thirty-three (33%) salaried employees are graduates of Oklahoma A&M Colleges. Of our degreed employees, eleven of nineteen (58%) graduated from Oklahoma A&M Colleges. For the proposed project, two of the three (67%) of the primary project team members will be OSU Graduates.

From Lippert Bros., Inc.'s Letter of Interest

Minority Inclusion:

"Lippert Bros., Inc. is committed to expending our best efforts to solicit and award work activities to Small Business (SB), Small Disadvantaged Business (SDB), Women Owned Small Business (WOSB), Veteran (VOB), Service Disabled-Veteran Owned (SDVOSB), and HUBZone.

We have established a Small and Small Disadvantaged Business plan to ensure continued and optimized use of Diverse Companies towards satisfying the goal requirements established for this project.”

From Lippert Bros., Inc.’s Letter of Interest

An outline of the firm’s Minority Inclusion Plan was included with the Letter of Interest.

Committee Comments:

The Selection Committee noted the following during the presentation:

- Lippert Bros., Inc. is an Oklahoma based company
- Members of the proposed team have recently completed a similar project at UCO
- Lippert Bros., Inc. has good experience with higher ed projects of this scale.
- The proposed team would carry through entire project; no hand-offs.

Conclusion:

It is the opinion of the committee that *Lippert Bros., Inc. of Oklahoma City, Oklahoma* has sufficient experience and ability to be a good candidate for this project. The firm ***Lippert Bros., Inc.*** is recommended to the Board for consideration for this project.

CMS Willowbrook, Oklahoma City, Oklahoma

Introduction:

“In 1974 Cary DeHart answered a request for qualifications for construction management services from a public Oklahoma university. This first project was the foundation of Construction Management Specialist, Inc, (CMS). Forty-six years later, we have completed hundreds of successful Program and Construction Management projects for satisfied clients.”

From CMS Willowbrook’s Letter of Interest

Proposed Key Staff:

Principal in Charge, Cary Dehart, CCM; **President**, Weston DeHart, LEED AP,DBIA;**VP Self Performance**, Jeff McClure; **Safety Director**, Kent Dalrymple, MC, SHEP, CSHO; **VP of Pre-Construction**, Cris Callins; **Estimator**, Erik Williams; **Project Director**, Cory Pivniska; **Project Manager**, Shawn Vick; **Superintendent**, Cary Cox

OSU and A&M Projects in the Past Five Years:

Greenhouse Learning Center (OSU-Stillwater), IT Building (OSU-Stillwater), Library Auxiliary/Storage (OSU-Stillwater), Human Sciences North Wing Addition (OSU-Stillwater), Multispecies Facility (OSU-Stillwater), Edmon Low Tower Restoration (OSU-Stillwater), Student Union Cupola Restoration (OSU-Stillwater), Engineering Technology (OSU-OKC).

OK/OSU Presence:

Owned by a family of 3 generations of OSU graduates, all three current principals are OSU graduates, and 67% of the expected Project Team Members attended OSU and 20% of CMS Willowbrook employees have attended OSU.

Minority Inclusion:

“We will make every effort to ensure that Small Business (SB), Historically Underutilized Business Zone (HUBZone), Small Disadvantage Business (SDB), Woman-Owned Business (WOB), and Veteran Owned/Service-Disabled Veteran-Owned Small Business (VOSB) have an equitable opportunity to compete for contracts.”

From CMS Willowbrook’s Letter of Interest

An outline of the firm’s Minority Inclusion Plan was included with the Letter of Interest.

Committee Comments:

The Selection Committee noted the following during the presentation:

- CMS Willowbrook is Oklahoma based.
- Very good presentation on activities and engagement during Preconstruction, Bidding and Construction phases
- CMS Willowbrook has experiences in research labs within the A&M System.
- Members of the proposed team are currently performing well on the Horticulture Facility on the Langston campus.

Conclusion:

It is the opinion of the committee that *CMS Willowbrook of Oklahoma City, Oklahoma* has sufficient experience and ability to be a good candidate for this project. The firm **CMS Willowbrook** is recommended to the Board for consideration for this project.

Flintco, Tulsa, Oklahoma**Introduction:**

“Flintco maintains eight offices across the U.S. and is registered or licensed to conduct business in 37 states. Flintco, which is based in Tulsa, OK, will handle all aspects of the proposed construction of your project. Flintco can draw upon our deep pool of resources that includes more than 550 professionals and an extensive company-owned equipment inventory. This ensures you have the finest talent in the construction industry who are supported by the resources and latest technologies for your projects.”

From Flintco’s Letter of Interest

Proposed Key Staff:

Project Director, Ron Warner; **Preconstruction Director**, Brian Grimes; **Project Manager**, Daniel Maxwell; **Superintendent**: Jeff Knoke; **President, Central Region**, David Kollmann

From Flintco’s Letter of Interest

OSU and A&M Projects During Past Five Years:

Allied Health (Langston–Tulsa), Endeavor (OSU–Stillwater), Engineering North Renovation Floors 2-5 (OSU–Stillwater), Roger J. Panciera Education Center (OSU–Stillwater), New Frontiers (OSU–Stillwater), University House (OSU–Stillwater), Central Plant (OSU–Stillwater), North Dining Hall (OSU–Stillwater), Power Distribution Center (OSU–Stillwater), University Commons (OSU–Stillwater), Gateway Tower (OSU–Tulsa), North Hall (OSU–CHS), A.R. and Marylouise Tandy and associated Parking Garage (OSU–CHS), Downtown Student Housing (OSUIT)

From Flintco’s Letter of Interest

OK/OSU A&M System Presence:

“Flintco Bleeds Orange with more than 35 percent on out Tulsa-based employees graduating from OSU and A&M system colleges, including our company’s president, and senior vice president of operations. We are pleased to present an OSU-Experienced team.”

From Flintco’s Letter of Interest

Minority Inclusion:

An outline of the firm’s Minority Inclusion Plan was included with the Letter of Interest.

“At our clients’ request, Flintco hosts a series of informational sessions geared toward encouraging and education minority contractors on the bid process.”

From Flintco’s Letter of Interest

Committee Comments:

The Selection Committee noted the following during the presentation:

- Flintco has good experience with higher education laboratories on both OSU-Tulsa and Stillwater campuses.
- Presentation stressed proactive communication.
- Currently performing well on the Langston Tulsa Allied Health Facility
- Flintco included an assessment of the centrally located site and offered solutions to maintain safety at an active campus location.

Conclusion:

It is the opinion of the committee that *Flintco of Tulsa, Oklahoma*, has sufficient experience and ability to be a good candidate for this project. The firm **Flintco** is recommended to the Board for consideration for this project.

J – PURCHASE REQUESTS

Board approval is requested for the following purchasing items. All purchases will comply with Board of Regents for the Oklahoma Agricultural and Mechanical Colleges policies and procedures, as well as applicable state statutes:

1. Revolving & Appropriated Funds
 - a. Approval is respectfully requested for the Langston University School of Physical Therapy to procure two (2) vans in the estimated amount of \$201,360.00 for use in transporting faculty, staff, and students. This expenditure will allow the School of Physical Therapy to provide transportation to experiential learning and extra-curricular activities outside the campus environment in support of our retention and development strategies. The total cost of this expenditure includes freight costs and is available through legally available funds in account 518315. (contract/bid)

THE OKLAHOMA STATE SYSTEM OF HIGHER EDUCATION

FTE Employee Report¹

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

From: _____ Institution _____ President

Subject: FTE Employee Report for Fiscal Quarter Ending ____/____/____
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

B. FTE Employees for Fiscal Quarter Immediately Preceding Reported Quarter¹

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

D. Comparable Quarter Last Year

¹File with State Regents' office by the tenth of the month following the end of the calendar quarter being reported.

²The 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.

³This figure reflects the total number of FTE employees for the main campus, branch campus(es), and all constituent agencies.

V. NORTHEASTERN OKLAHOMA A&M COLLEGE, MIAMI, OKLAHOMA

President Kyle Stafford joined the Zoom meeting to present the business of Northeastern Oklahoma A&M College (NEO) and review the Agenda for members of the Board. (The NEO Agenda is attached to this portion of the minutes.)

President Stafford said he feels very blessed and fortunate to not only have such great people on the NEO campus, but to be a part of such a great system as well. He said he cannot say enough about the A&M System resources he has already used several times, as well as the Board offices.

D-1 Approval to initiate search for Vice President for Fiscal Affairs and for approval of job description

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

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

E-1 Approval to offer seven existing academic degree programs in an online format

President Stafford asked Dustin Grover, Assistant Vice President for Academic Affairs, to present information regarding this item. Mr. Grover said offering these seven existing programs online will enable NEO to improve its footprint and hopefully add revenue sources. These programs are Elementary Education, Physical Education, Pre-Nursing, Psychology and Sociology, Sports Management, and two certificate programs in Accounting. If approved, these items will be presented to the OSRHE for their consideration and approval.

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

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

G-1 Approval to accept Carl Perkins Grant Postsecondary Allocation and to expend grant funds according to grant guidelines

President Stafford said this grant is in the amount of \$43,696.

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

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

H-1 Ratification of interim approval to engage in an agreement with Graduation Alliance

J-1 Approval to purchase comprehensive assessment and review tests for students in the nursing program to prepare for the NCLEX license

President Stafford said Item J-1 is purchase of the NCLEX Assessment and Reviews test through Assessments Technology to help nursing students prepare for their board exams. This cost is an auxiliary pass-through, so a fee is charged to the student. This purchase is approximately \$180,000, but it is desired to renew this agreement annually.

Regent Anthony moved and Regent Burns seconded to approve Items H-1 and J-1 as presented in the NEO Agenda.

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

President Stafford said NEO is close to hiring a Controller. There are interviews scheduled this afternoon with two finalists and Michelle Finley, Chief Audit Executive; and Rick Brewster, Assistant Chief Audit Executive; are both participating in those interviews. He said it is hoped to hire someone as soon as next week.

The business of Northeastern Oklahoma A&M College being concluded, President Stafford was 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

April 24, 2020

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. President Dr. Kyle Stafford Remarks
 - a. Highlights of NEO Update newsletter

B – RESOLUTIONS- None

C - POLICY AND OPERATIONAL PROCEDURES- None

D - PERSONNEL ACTIONS-

1. Board approval is requested to initiate search for Vice President for Fiscal Affairs position, salary range \$85,000-\$100,000. Job description- Reference Document D-1.

E - INSTRUCTIONAL PROGRAMS-

1. Board approval is requested to offer seven (7) of the college's existing academic degree programs in an online format. The request to offer these academic programs through online delivery will be submitted to the Oklahoma State Regents for Higher Education, pending board approval. On October 21, 2019, the Higher Learning Commission accrediting body approved NEO to offer academic programs through online delivery. An executive summary outline this request and a curricular information item is attached- Reference Document E-1.

Academic Programs Offered by Online Delivery

Elementary Education (Pre) – Associate in Science

Physical Education – Associate in Science

Pre-Nursing – Associate in Science

Psychology and Sociology – Associate in Arts

Sports Management – Associate in Science

Accounting – Less Than One Year Certificate

Accounting – Less Than Two Year Certificate

F - BUDGETARY ACTIONS-**G - OTHER BUSINESS AND FINANCIAL MATTERS-**

1. Carl Perkins Grant Postsecondary Allocation- The Oklahoma Department of Vocational and Technical Education advised us that our award for the Carl D. Perkins Vocational & Technical Education Act of 1991 for fiscal year 2020-2021 is \$43,696. These funds are used to develop the academic, vocational and technical skills of secondary students and postsecondary students that elect to enroll in vocational and technical education programs. Board authorization is requested to expend grant funds, including payment of administrative allowance at year-end, according to grant guidelines.

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

1. Interim Approval- Agreement with Graduation Alliance (GA). NEO requests ratification of the previously granted interim approval to enter into an agreement (Reference Document H-1) with Graduation Alliance. Interim approval was requested to immediately begin onboarding meetings with Graduation Alliance to improve NEO's admissions, financial aid and business processes for online learners in an effort to positively impact summer enrollment. Expenses are dependent upon the success of the program and will be offset by the revenue generated. Authorization is requested up to \$250,000.

I - NEW CONSTRUCTION OR RENOVATION OF FACILITIES- None**J - PURCHASE REQUESTS –**

1. Board approval is requested to purchase comprehensive assessment and review tests for students in the nursing program to prepare for the NCLEX license. Estimated amount \$180,000, renewable annually with mutual agreement. The funding is will be from auxiliary pass-through budget.

Sole Source (type 2) - Assessment Technologies, Inc. LLC (ATI) follows the nursing student from the first semester thru their State Licensing Boards (NCLEX) through computerized testing. ATI provides specialized review books, critical thinking skills modules, interactive skills, virtual ATI and a virtual tutor throughout the program. ATI is currently the only company providing these comprehensive skills program. NEO's nursing students have had success with this testing modules and it is in NEO's best interest to continue using this service.

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 summary for February and March 2020 (Reference Document M-1)

Northeastern Oklahoma A&M College

Vice President for Fiscal Affairs

Department: Vice President for Fiscal Affairs

FLSA Status: Exempt

Grade/Level: Administrative

Work Schedule:

Monday – Friday, 40 hours a week

Job Status: Full Time

Reports To: President of the College

Amount of Travel Required: 10%

Positions Supervised:

Controller/Assistant Vice President for Fiscal Affairs, Staff Accountant, Director of Physical Plant, Human Resources Coordinator, Bookstore Manager, Post Office Manager, Clerk-Purchasing Assistant, Staff Assistant/Vice President of Fiscal Affairs and Business Office Clerks

POSITION SUMMARY

The Vice President for Fiscal Affairs is a member of the NEO's leadership team and serves as the chief financial officer with administrative accountability, leadership and management responsibility for all aspects of the College's business, financial and accounting services, information technology, and physical facilities (including construction), business support services, including but not limited to Business Office Information Technology, Purchasing, Human Resources, Post Office, Bookstore, Food Services, Physical Plan operations and planning. The Vice President of Fiscal Affairs is responsible for all budget development, financial forecasting, audit and management activities including state and federal reporting, where appropriate. This position reports to the President.

ESSENTIAL FUNCTIONS

- Advise the President and other administrators regarding the financial operations of the college.
- Build a reputation as an effective campus leader with the highest level of integrity and ethics.
- Supervise all personnel assigned, recommending selection, retention, promotion and discharge as appropriate.
- Directly administer the development and implementation of the annual budget, including appropriate analysis of issues affecting revenue and/or expenditures, preparation of long-range budget forecasts, administration of budget process, and recommend budget amendments as necessary through the course of each fiscal year.
- Annually prepare Composite Financial Index (CFI) for the Higher Learning Commission, analyze and evaluate factors impacting the ratio, prepare and present to the President recommendations for increasing the CFI.
- Provide direct administration and leadership implementation of strategic initiatives related to institutional finances.
- Maintain an internal control system to ensure the financial transactions are based upon established procedures as required by the United States government, the State of Oklahoma, the college auditors and the Oklahoma A&M Board of Regents' policies and procedures.
- Oversee the development and preparation of all monthly and annual financial reports for the President of the College, Board of Regents and other reports, as required. Present and discuss monthly financial statements at the board meetings and other stakeholders as designated by the President.

- Coordinate the annual audit, including supplying auditors with all necessary information.
- Lead the development of annual changes to the schedule of tuition and fees; develop and present annual recommendation to the President.
- Oversee the preparation of Requests for Proposals (RFPs) and Requests for Qualifications (RFQ) in accordance with college policy.
- Administer purchasing policies, and recommend changes as necessary.
- Review and recommend appropriate insurance coverage (casualty, liability, and other coverages, excluding employee benefits) on behalf of the college.
- Review, negotiate, and/or monitor execution of contract for services.
- Review, negotiate, and/or monitor all leases entered by the college; develop and present recommendations for annual renewal of leases.
- Coordination of and reporting external financial commitments, dealing with finance and operations, to the office of State Finance, State Treasurer's Office, Oklahoma State Regents for Higher Education and the Oklahoma A&M Board of Regents, as information is required by these agencies and boards.
- Supervises the completion of all facilities planning processes and reports to achieve maximum space approvals and facilities enhancements as directed by the President (e.g., Capital Improvement Plan, Educational Plant Survey, etc.).
- Interact with Vice President of Academic Affairs, Vice President of Student Affairs & Enrollment Management as a support in the areas of finance and personnel.
- Any other projects and research requested by the President.

EDUCATION AND QUALIFICATIONS:

- Graduation from an accredited institution of higher learning with a Bachelor's Degree in Business or a business related field.
- Minimum of five (5) years extensive experience in the supervision of fiscal operations, budget and other budget related experiences, ten (10) years preferred.

(A comparable amount of training, education or experience may be substituted for the above minimum qualifications)

SKILLS & ABILITIES

Computer Skills

- General knowledge of computers and financial accounting software

Certificates & Licenses

- Bachelors Degree, Accounting/Finance (CPA preferred)

Other Requirements

- Must have 5 years of financial management experience (prefer Higher Education experience)

WORK ENVIRONMENT

- Works inside in an office environment with 6-8 employee within the same office and occasionally outside in varying weather.

**NORTHEASTERN OKLAHOMA A&M COLLEGE
EXECUTIVE SUMMARY
PROGRAM AND COURSE CHANGES**

Academic Programs – Online Delivery

Northeastern Oklahoma A&M College requests the approval to offer seven (7) existing academic programs in an online format. Currently, students can complete 75% of the general education requirements and 50% or more of the program specific courses through online delivery. With approval from the Board and the Oklahoma State Regents for Higher Education, the College will expand the catalog of online courses, which will provide students with more opportunities to complete academic programs from a distance. The additional online course offerings will also benefit students desiring to take a mix of courses via traditional delivery and online delivery. The curriculum for the online delivery will be the same as the curriculum for traditional delivery. On October 21, 2019, the Higher Learning Commission accrediting body approved NEO College to offer academic programs through online delivery.

The following academic programs in an online format as well as traditional classroom delivery.

- Elementary Education (Pre) – Associate in Science
- Physical Education – Associate in Science
- Pre-Nursing - Associate in Science
- Psychology and Sociology – Associate in Arts
- Sports Management – Associate in Science
- Accounting – Less Than One Year Certificate
- Accounting – Less Than Two Year Certificate

Additional Change

The following change will be presented to the Oklahoma State Regents for Higher Education for informational purposes.

- a. Course Modification
AGEC 1114 Introduction to Agricultural Economics – reduce the credit hours to three (3) and modify the curriculum accordingly

Student Re-engagement and Retention Agreement

between

Graduation Alliance, Inc.

(hereinafter referred to as "Graduation Alliance")

AND

Northeastern Oklahoma A&M College

(hereinafter referred to as "Institution")

(each identified individually as a "Party" and collectively as the "Parties")

A. Purpose

It shall be the purpose of this Student Re-engagement and Retention Agreement for Graduation Alliance to provide re-enrollment services to the Institution for Institution's students who once attended the Institution, are no longer attending the Institution, and have not completed their program of study, and then continuing student support services for the Students once reengaged at Institution.

B. Definitions

When used in this Agreement, the capitalized terms listed below shall have the following meanings.

1. **Agreement:** this Student Re-engagement and Retention Agreement.
2. **Coach:** a Graduation Alliance Student Success Coach, as defined in Section C-3.
3. **Confidential Information:** information of one Party that is shared with the other Party and is considered confidential, as defined in Section H.
4. **Data:** all information provided by Institution to Graduation Alliance in accordance with Exhibit B.
5. **EC:** a Graduation Alliance Enrollment Coordinator as defined by Section C-1.
6. **Effective Date:** the date of the Institution's signature to this Agreement.
7. **Executive Contact:** the Institution's primary, senior contact.
8. **GA Payment:** the fees owed to Graduation Alliance by the Institution for services rendered under this Agreement, as outlined in Section F-1.
9. **Launch Date:** the date instruction begins for the first Student(s).
10. **Manager:** the Institution Support Manager, as defined by Section C-4.
11. **Operational Contact:** the Institution's secondary, operational point of contact.
12. **Primary Term:** the Initial Term and any Successor Term(s), as defined in Section F-1.
13. **Prospective Student List:** list of names and contact information (including but not limited to: name, mailing address, physical address, phone numbers, email address) of students who once attended the Institution, are no longer attending the Institution, and have not completed their program of study.
14. **Revenue:** tuition and fees charged to Students for courses taken at the Institution.
15. **Student:** an individual who once attended the Institution, did not completed his/her program of study at the Institution, and has re-enrolled in the Institution.
16. **Tuition Exempt Students:** any Students whose tuition and fees are waived.
17. **Wind Down Phase:** the two year period following the Primary Term.
18. **Wind Down Services:** Student Retention, per Section C-3, Institution Support, per section C-4, and any other services mutually agreed to by the Institution and Graduation Alliance.

C. Graduation Alliance Services

1. **Re-enrollment Recruitment Services.** Graduation Alliance shall provide re-enrollment recruitment services to the Institution in an effort to re-engage students who once attended the Institution, are no longer attending the Institution, and have not completed their program of study. Graduation Alliance shall serve as the primary point of contact for prospective Students from initial contact through re-enrollment via various communication methods including, but not limited to, inbound phone calls, email, or text, which it shall perform through its ECs. Graduation Alliance shall:
 - a. provide a team of ECs to contact prospective Students;
 - b. staff and equip a call center for ECs;
 - c. provide a toll-free number for prospective Students;
 - d. recruit in compliance with the academic standards of the Institution and regulatory requirements; and
 - e. provide information to prospective Students regarding the Institution and refer prospective Students to the Institution regarding financial aid and/or academic questions.

Graduation Alliance agrees that in the course of fulfilling its obligations under this Agreement it will not provide any commission, bonus, or other incentive payments based directly or indirectly upon success in securing re-enrollments to any person or entity directly engaged in any Student recruiting or admission activities, except in accordance with the provisions of 34 C.F.R. 668.14(b)(22)(2003) and any subsequent amendment thereto, and/or any other requirement of the United States Department of Education or the Institution's regional accreditor.

2. Re-Enrollment Support

Graduation Alliance shall guide prospective Students through the re-enrollment process, including his/her submission of re-enrollment related documentation directly to the Institution. Graduation Alliance shall:

- a. contact re-enrolling Students regarding relevant deadlines;
- b. remind Students to submit necessary paperwork (transcripts, etc.);
- c. remind Students of the registration process, registration deadlines and payment deadlines once readmitted to the Institution; and
- d. refer Students to appropriate Institution resources if there are further questions about the Program(s).

3. Student Retention

Graduation Alliance shall provide all Students, non-instructional support to promote course-to-course progression. Graduation Alliance shall assign each Student a Coach. Coaches shall communicate with Students via phone, email, or SMS to review and encourage progress through the Student's program of study, resolve issues, refer Students to applicable resources at the Institution, and provide additional support and encouragement. Coaches shall be available during normal business hours, Monday through Friday, excluding US holidays. Coaches may also be available during non-standard hours and on weekends, at the Coach's sole discretion. Coaches shall successfully complete a criminal background check prior to any interaction with Students. Graduation Alliance does not inform any Institution office about a Student's withdrawal from a program of study.

4. Institution Support

Graduation Alliance shall designate a Manager who will act as the primary point of contact between Graduation Alliance and the Institution. Graduation Alliance shall also provide the Institution with implementation and ongoing support to facilitate the re-engagement of Students and may assist with the following types of activities: (i) planning sessions with Institution's operational teams (i.e. IT, admission, registration, bursar) to map out, document, adapt and coordinate with Graduation Alliance their existing application, registration, and enrollment processes, workflows and procedures to facilitate the online Student experience supported by both Parties; and (ii) cross-functional planning and execution sessions for both Parties' other relevant stakeholders and departments to meet agreed to milestones and timelines.

5. Wind Down Services

At the conclusion of the Initial Term when the Wind Down Phase begins, Graduation Alliance shall provide only Wind Down Services during the Wind Down Phase.

D. Institution Obligations

1. Sole Authority of the Institution.

In the performance of services pursuant to this Agreement, the Institution shall retain sole authority in the following areas: (i) selection and appointment of faculty, (ii) admission decisions, (iii) curriculum/content, assessments, evaluations, quality and instruction, (iv) award of course credit and/or academic credentialing, and (v) decision to award scholarships or financial aid. Institution will work cooperatively with Graduation Alliance to implement this Agreement and facilitate a quality re-engagement experience for Students.

2. Financial Relationship with Students

The Institution shall maintain the financial relationship with Students. Institution shall be invoiced and otherwise charge Students for all Revenue and is responsible for the collection of all Revenue from Students.

In the event that there are any Tuition-Exempt Students, those Students must be identified and agreed upon by the Parties. Neither the Institution nor Graduation Alliance shall receive any Revenue or portion thereof for the Tuition Exempt Students.

The Institution agrees to carry out the administration of all aspects of the financial aid process and do so in compliance with all applicable federal regulations. The Institution will make financial aid available to students in the same manner and to the same extent as made available to other students of Institution and is solely responsible for, and will retain

complete control over, all aspects of awarding financial aid (including the federal student financial assistance programs under Title IV of the Higher Education Act of 1965, as amended), including determining and verifying eligibility, monitoring and managing all aspects of student's award acceptance, loan counseling, and setting of budgets and disbursement schedules. It is agreed and understood that Graduation Alliance shall have no involvement in or responsibility for the financial aid process. Graduation Alliance personnel shall refer financial aid matters to the Institution and the Institution shall have the right to review and approve in advance any Graduation Alliance functions or activities, including call scripts, that may involve the financial aid matters or financial aid decisions of Institution students.

3. Re-Enrollment Enablement

- a. **Delivery of Branding and Style Guidelines.** Institution shall deliver to Graduation Alliance its branding and style guidelines to be used by Graduation Alliance in their efforts to re-enroll Students, which shall be attached to this Agreement as Exhibit A and updated by the Parties as needed.
- b. **Institution Student Lists.** Within 10 (ten) business days of the Effective Date of this Agreement, Institution shall provide the Prospective Student List to Graduation Alliance. At least quarterly, the Institution shall update the Prospective Student List with any former students who are now eligible for re-enrollment. Institution represents and warrants that: (i) it has obtained prior express consent under the Telephone Consumer Protection Act of 1991 ("TCPA") from all individuals on the Prospective Student lists for Institution and a vendor such as Graduation Alliance to place calls utilizing an automatic dialing machine and send text messages as contemplated under this Agreement; and (ii) it has not received instructions by any means from any individual on a Prospective Student List to cease communicating with them by phone, text, or email. In the event that Institution is informed that a former student has requested not to be contacted regarding re-enrollment or otherwise, Institution will promptly notify Graduation Alliance of that request.
- c. **Designation of Contacts.** The Institution shall designate both an Executive Contact and an Operational Contact for the Graduation Alliance-Institution relationship. The Executive Contact shall be a Provost, Dean, or other senior administration official to interact with Graduation Alliance's assigned Manager. The Operational Contact shall act as a project manager for the Graduation Alliance-Institution relationship throughout the Term of the Agreement.

4. Access to Data

The Institution shall make available to Graduation Alliance the Data from its SIS and LMS as identified in Exhibit B. Further, the Institution designates Graduation Alliance as a "school official" within the meaning of CFR § 99.31(a)(1)(i)(B) (FERPA) as Graduation Alliance performs institutional services to the Institution in accordance with this Agreement and is authorized to use the Data to fulfill its obligations under this Agreement. Graduation Alliance may also utilize de-identified Data for its own research and analysis purposes. Further, Graduation Alliance is authorized to share Data with any specialized and strategic vendors as required to perform its obligations under this Agreement. For avoidance of doubt, nothing herein restricts Graduation Alliance's use of any data it initially furnishes to the Institution, subject to applicable law. Graduation Alliance shall use commercially reasonable efforts to ensure the Data shared is not re-disclosed or otherwise breached.

Graduation Alliance will report any unlawful data breach of its Data or the Data of our third-party data processors to Institution within 72 hours of the breach if it is reasonably apparent that personal information stored in an identifiable manner has been accessed.

E. Ownership

1. **Ownership of Contributed Materials.** Graduation Alliance and the Institution each retain all ownership and intellectual property rights in any materials that they each contribute respectively for use by the other Party as contemplated under this Agreement.
2. **Ownership of Developed Materials.** Any right, title and interest in and to any intellectual property arising from or attributed to any of the work or activities undertaken as part of this Agreement shall belong to the Party that creates such intellectual property, unless mutually agreed to otherwise in writing. For avoidance of doubt: (a) Institution owns the content of online course materials where such course materials are based on content furnished by Institution; (b) Institution owns the content of any marketing materials created exclusively for the Institution which mention or refer to the Institution in any way; and (c) Graduation Alliance retains all rights in and to its business methods, technology, and marketing techniques, including but not limited to any improvements or modifications thereto which may arise during the course of performing its the services under this Agreement.
3. **Warranty.** Each Party represents and warrants to the other that it is the sole and exclusive owner of the provided materials or has the license to use and sub-license any intellectual property owned by third parties and incorporated into such materials, and that, to the best of its knowledge, such materials do not infringe any third-party rights.

F. Term of Agreement**1. Primary Term**

This Agreement is effective from the Effective Date and expires on the first anniversary of the Launch Date (the **Initial Term**). This Agreement automatically renews for successive one (1) year terms unless either Party notifies the other in writing not less than ninety (90) days prior to the expiration of the current term of its intention not to renew (**Successor Term[s]**). The Initial Term and any Successor Term(s) are collectively referred to as the **Primary Term**.

2. Wind Down Phase

At the conclusion of the Primary Term of the Agreement, the Wind Down Phase begins during which Graduation Alliance will provide Institution only Wind Down Services.

G. Payment and Taxes**1. Graduation Alliance Payment**

For all Students enrolled at the Institution during the Term of this Agreement, the Institution shall collect Revenue and remit to Graduation Alliance 30% (thirty percent) of that Revenue (the **GA Payment**) for any and all courses taken by Students at the Institution. Graduation Alliance shall submit invoices for the GA Payment on a monthly basis. Institution shall remit the GA Payment to Graduation Alliance within thirty (30) days of receipt of an invoice.

2. Wind Down Payments

During the Wind Down Phase of the Agreement, the Institution will continue to remit the GA Payment to Graduation Alliance for all Students continuing to take courses at the Institution even if the Institution elects not to receive Wind Down Services.

3. Taxes

Each Party shall be responsible for any and all taxes due on its portion of Revenues received.

H. Confidential Information

Each Party agrees that Confidential Information is any business and technical information of the other Party which, in the exercise of reasonable judgment, should be recognized by such Party as confidential, it shall not use or disclose Confidential Information to any third party, except for the purpose of performing this Agreement. The obligation of confidentiality shall not apply to information which: (a) is or becomes part of the public domain through no fault of the receiving Party; (b) is furnished by the disclosing Party to others without restrictions on use and disclosure; (c) becomes known or available to the receiving Party without restriction from a source other than the disclosing Party without breach of any Agreement with the disclosing Party; (d) is disclosed with prior written approval of the disclosing Party; (e) is independently developed by the receiving Party without the use of any Confidential Information; (f) is previously known to the receiving Party on a non-confidential basis; or (g) is required by court order (other legal process) or government agency to be disclosed, in which case, the receiving Party shall give the disclosing Party as much notice as is reasonably practical so that the disclosing Party may seek a protective order or other confidential protection as the disclosing Party, in its sole discretion, may elect and the receiving Party shall reasonably cooperate with the disclosing Party in disclosing Party's efforts to obtain such order or protection.

I. Dispute Resolution

In the event of any dispute arising between the Parties, notice shall be served to the other Party of said dispute. Prior to either Party filing a claim against the other Party, the Parties shall work in good faith to resolve said dispute within sixty (60) days of receipt of the dispute notice. If the Parties are unable to resolve the dispute within sixty (60) days, then the Parties shall refer the matter to an agreed mediator within thirty (30) days. If the Parties are unable to resolve the dispute at mediation, then neither Party is further restricted from pursuing any claims against the other Party.

J. Notice.

All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by certified mail or actually received to: *Kyle Stifford, President*

K. Indemnification.

Andy Cusimano
address on signature page

NEO, 2001 St. NE, Miami BK 74354.

Graduation Alliance warrants it will comply at all times with applicable federal, state and local laws in the performance of its services hereunder. Graduation Alliance shall indemnify and hold harmless Institution and its officers, agents, employees, volunteers, representatives and assigns from and against any and all actions, omissions to act, claims, damages, judgments, demands, rights and causes of action arising out of or incident to the services performed hereunder.

L. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES EXCEPT AS OTHERWISE CONTEMPLATED IN THIS AGREEMENT. EXCEPT FOR GRADUATION ALLIANCE'S CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF GRADUATION ALLIANCE, IF ANY, INCLUDING LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF FEES PAYABLE BY PARTNER FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM FOR SUCH LIABILITY.

M. Applicable Law.

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the state in which services are being provided. The provisions of this Agreement shall be construed to conform to those laws.

N. Relationship between the Parties.

Each Party is an independent contractor and will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. Each Party will maintain appropriate worker's compensation for its employees as well as general liability insurance. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency or franchise relationship.

O. Amendment and Waiver.

This approved Agreement may be waived, changed, modified, or amended only in writing by authorized individuals of both Parties. If any provision of the Agreement shall be deemed in conflict with any statute or rule of law, such provision shall be modified to be in conformance with said statute or rule of law. The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either Party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either Party more than two years after the cause of action has occurred.

P. Entire Agreement.

This Agreement constitutes the entire agreement of the parties and supersedes any previous written or oral agreements. Any other agreement, representation, or understanding, verbal or otherwise, relating to the services of Graduation Alliance and the Institution, or otherwise dealing in any manner with the subject matter of this Agreement, is hereby deemed to be null and void and of no force and effect whatsoever.

Q. Severability.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provision of this Agreement will remain in full force.

R. Successors and Assigns.

This Agreement will be binding upon, and will inure to the benefit of, the permitted successors and assigns of each Party hereto. Either Party may assign this Agreement upon providing written notice to the other Party.

S. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

T. Survivability.

The following Sections shall survive the expiration and termination of this Agreement: E, H, L, M, O, and Q.

<<signature page follows>>

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Graduation Alliance, Inc.

Northeastern Oklahoma A&M College




By: Andy Cusimano

Title: CFO

Date: March 31, 2020

310 South Main Street, 12th Floor
Salt Lake City, UT 84101



By: Kyle Stifford

Title: President

Date: 3/31/2020

("Effective Date")

Address: 2001 St. NE

Box 3841

Miami, OK 74354-6497

GA R&R Northeastern Oklahoma A&M 3-19-20.Docx

High School Diploma Student Engagement and Retention Agreement

between

Graduation Alliance, Inc.
(hereinafter referred to as "Graduation Alliance")

AND

Northeastern Oklahoma A&M College

(hereinafter referred to as "Institution")
(each identified individually as a "Party" and collectively as the "Parties")

A. Purpose

It shall be the purpose of this High School Diploma Student Engagement and Retention Agreement for Graduation Alliance to market the provide enrollment services to prospective Students who do not have a high school diploma and wish to enroll in the Institution, and then continuing student support services for the Students once enrolled at the Institution.

B. Definitions

When used in this Agreement, the capitalized terms listed below shall have the following meanings.

1. **Agreement:** this High School Diploma and Student Re-engagement and Retention Agreement.
2. **American Academy:** a high school operated by Graduation Alliance, fully accredited by AdvancED.
3. **Coach:** a Graduation Alliance Student Success Coach, as defined in Section C-4.
4. **Confidential Information:** information of one Party that is shared with the other Party and is considered confidential, as defined in Section H.
5. **Data:** all information provided by Institution to Graduation Alliance in accordance with Exhibit B.
6. **Diploma Students:** individuals that wish to attend the Institution but do not yet have a high school diploma and are enrolled in Graduation Alliance's high school program.
7. **Effective Date:** the date of the Institution's signature to this Agreement.
8. **EC:** a Graduation Alliance Enrollment Coordinator, as defined in Section C-2
9. **Executive Contact:** the Institution's primary, senior contact.
10. **GA Payment:** the fees owed to Graduation Alliance by the Institution for services rendered under this Agreement, as outlined in Section F-1.
11. **Launch Date:** the date instruction begins for the first Student(s).
12. **Manager:** the Institution Support Manager, as defined by Section C-5.
13. **Operational Contact:** the Institution's secondary, operational point of contact.
14. **Primary Term:** the Initial Term and any Successor Term(s), as defined in Section F-1.
15. **Prospective Student List:** list of names and contact information (including but not limited to: name, mailing address, physical address, phone numbers, email address) of students who once attended the Institution, are no longer attending the Institution, and have not completed their program of study.
16. **Revenue:** tuition and fees charged to Students for courses taken at the Institution.
17. **Enrolled Student:** an individual who has enrolled in the Institution.
18. **Students:** Diploma Students and Enrolled Students, jointly.
19. **Tuition Exempt Students:** any Students whose tuition and fees are waived.
20. **Wind Down Phase:** the two year period following the Primary Term.
21. **Wind Down Services:** Student Retention, per Section C-3, Institution Support, per section C-4, and any other services mutually agreed to by the Institution and Graduation Alliance.

C. Graduation Alliance Services

1. **Diploma Students.** Graduation Alliance shall conduct marketing activities for individuals who wish to attend the Institution but do not yet have a high school diploma. At all times, Graduation Alliance shall adhere to the branding and style guidelines provided by the Institution in accordance with Section D-3-a. The specific marketing and promotion channels utilized and the degree and method of deployment of marketing collateral will be determined by Graduation Alliance. For Diploma Students, Graduation Alliance shall be responsible for educating and supporting Diploma Students through completion of their high school diploma. Once Diploma Students have completed their high school diploma, Graduation Alliance shall provide recruitment services for those Diploma Students in accordance with Section C-2.

High School Diploma Student Re-engagement and Retention Agreement

- a. **Student Eligibility.** In order for an individual to be eligible to be a Diploma Student, he/she must (i) have not yet met the graduation requirements of the American Academy, as listed on Exhibit A; and (ii) have no more than seven (7) credits remaining to complete his/her diploma. Once determined to be eligible, a Student will retain eligibility, regardless of breaks in enrollment, until the Student earns his/her high school diploma.
- b. **Web Portal.** Graduation Alliance will provide the Institution with a web-based portal through which Institution can (i) monitor the Program, including enrollments, registrations, and progress of Students; (ii) review and access records of courses Students have taken; and (iii) review and access transcripts for Students (the "Portal"). The Portal also allows Graduation Alliance to custom-configure proactive alerts and notifications delivered via email and/or text message about various system triggers, including Student activity and progress.
- c. **Enrollment.** In order for an eligible individual, as identified in Section C-1-a, to enroll as a Student, he/she must: (i) complete all steps of the application process established by the Institution and Graduation Alliance; (ii) be accepted for enrollment based on the eligibility requirements identified in Section C-1-a; (iii) be formally enrolled by Graduation Alliance; and (iv) complete their first assignment.
- d. **Instruction.** Graduation Alliance will be responsible for the provision and oversight of all instruction to Students under this Agreement at no cost to the Students. Graduation Alliance will schedule instruction so that all Students have the opportunity to work with instructional staff during all the hours of the standard instructional day.

Instruction will include: (i) academic skills instruction appropriate to each student's skills levels and academic goals; (ii) college readiness and work readiness preparation coursework; (iii) math, writing and reading remediation; (iv) subject specific high school credit recovery instruction; (v) other coursework approved by the Institution, including cooperative work experience.

- e. **Standardized Assessments.** Graduation Alliance may administer standardized assessments in order to determine a student's initial math and reading level upon enrollment. Graduation Alliance may restrict or deny access if a Student's assessments results do not meet minimum requirements as determined by Graduation Alliance.
 - f. **Award of Credit.** High school credit will be awarded for successful completion all American Academy coursework in which Students are enrolled in accordance with the following:
 - 1. High school credit will be awarded for instruction provided by Graduation Alliance.
 - 2. Graduation Alliance documentation related to the earned credits will be provided to the Student and the Institution.
 - g. **Graduation Requirements.** For students to earn a diploma through The American Academy, they are required to complete all graduation requirements as identified in Exhibit A and a minimum of two (2.0) credits of American Academy coursework.
2. **Recruitment Services.** Graduation Alliance shall provide recruitment services to the Institution in an effort to recruit individuals who wish to attend the Institution but do not yet have a high school diploma. Graduation Alliance shall serve as the primary point of contact for prospective Students from initial contact through enrollment via various communication methods including, but not limited to, inbound phone calls, email, or text, which it shall perform through its ECs. Graduation Alliance shall:
- a. provide a team of ECs to contact prospective Students;
 - b. staff and equip a call center for ECs;
 - c. provide a toll-free number for prospective Students;
 - d. recruit in compliance with the academic standards of the Institution and regulatory requirements; and
 - e. provide information to prospective Students regarding the Institution and refer prospective Students to the Institution regarding financial aid and/or academic questions.

Graduation Alliance agrees that in the course of fulfilling its obligations under this Agreement it will not provide any commission, bonus, or other incentive payments based directly or indirectly upon success in securing enrollments to any person or entity directly engaged in any Student recruiting or admission activities, except in accordance with the

provisions of 34 C.F.R. 668.14(b)(22)(2003) and any subsequent amendment thereto, and/or any other requirement of the United States Department of Education or the Institution's regional accreditor.

3. Enrollment Support

Graduation Alliance shall guide prospective Students through the application and enrollment process, including his/her submission of enrollment related documentation directly to the Institution. Graduation Alliance shall:

- a. contact Students regarding relevant deadlines;
- b. remind Students to submit necessary paperwork (transcripts, etc.);
- c. remind Students of the registration process, registration deadlines and payment deadlines once readmitted to the Institution; and
- d. refer Students to appropriate Institution resources if there are further questions about the Institution's programs of study.

4. Student Retention

Graduation Alliance shall provide all Students, non-instructional support to promote course-to-course progression. Graduation Alliance shall assign each Student a Coach. Coaches shall communicate with Students via phone, email, or SMS to review and encourage progress through the Student's program of study, resolve issues, refer Students to applicable resources at the Institution, and provide additional support and encouragement. Coaches shall be available during normal business hours, Monday through Friday, excluding US holidays. Coaches may also be available during non-standard hours and on weekends, at the Coach's sole discretion. Coaches shall successfully complete a criminal background check prior to any interaction with Students. Graduation Alliance does not inform any Institution office about a Student's withdrawal from a program of study.

5. Institution Support

Graduation Alliance shall designate a Manager who will act as the primary point of contact between Graduation Alliance and the Institution. Graduation Alliance shall also provide the Institution with implementation and ongoing support to facilitate the re-engagement of Students and may assist with the following types of activities: (i) planning sessions with Institution's operational teams (i.e. IT, admission, registration, bursar) to map out, document, adapt and coordinate with Graduation Alliance their existing application, registration, and enrollment processes, workflows and procedures to facilitate the online Student experience supported by both Parties; and (ii) cross-functional planning and execution sessions for both Parties' other relevant stakeholders and departments to meet agreed to milestones and timelines.

6. Wind Down Services

At the conclusion of the Initial Term when the Wind Down Phase begins, Graduation Alliance shall provide only Wind Down Services during the Wind Down Phase.

D. Institution Obligations

1. Sole Authority of the Institution.

In the performance of services pursuant to this Agreement, the Institution shall retain sole authority in the following areas: (i) selection and appointment of faculty, (ii) admission decisions, (iii) curriculum/content, assessments, evaluations, quality and instruction, (iv) award of course credit and/or academic credentialing, and (v) decision to award scholarships or financial aid. Institution will work cooperatively with Graduation Alliance to implement this Agreement and facilitate a quality re-engagement experience for Students.

2. Financial Relationship with Students

The Institution shall maintain the financial relationship with Students. Institution shall be invoiced and otherwise charge Students for all Revenue and is responsible for the collection of all Revenue from Students.

In the event that there are any Tuition-Exempt Students, those Students must be identified and agreed upon by the Parties. Neither the Institution nor Graduation Alliance shall receive any Revenue or portion thereof for the Tuition Exempt Students.

The Institution agrees to carry out the administration of all aspects of the financial aid process and do so in compliance with all applicable federal regulations. The Institution will make financial aid available to students in the same manner and to the same extent as made available to other students of Institution and is solely responsible for, and will retain complete control over, all aspects of awarding financial aid (including the federal student financial assistance programs under Title IV of the Higher Education Act of 1965, as amended), including determining and verifying eligibility,

monitoring and managing all aspects of student's award acceptance, loan counseling, and setting of budgets and disbursement schedules. It is agreed and understood that Graduation Alliance shall have no involvement in or responsibility for the financial aid process. Graduation Alliance personnel shall refer financial aid matters to the Institution and the Institution shall have the right to review and approve in advance any Graduation Alliance functions or activities, including call scripts, that may involve the financial aid matters or financial aid decisions of Institution students.

3. Enrollment Enablement

- a. **Delivery of Branding and Style Guidelines.** Institution shall deliver to Graduation Alliance its branding and style guidelines to be used by Graduation Alliance in their efforts to enroll Students, which shall be attached to this Agreement as Exhibit C and updated by the Parties as needed.
- b. **Institution Student Lists.** Within ten (10) business days of the Effective Date of this Agreement, Institution shall provide the Prospective Student List to Graduation Alliance. At least quarterly, the Institution shall update the Prospective Student List with any former students who are now eligible for enrollment. Institution represents and warrants that: (i) it has obtained prior express consent under the Telephone Consumer Protection Act of 1991 ("TCPA") from all individuals on the Prospective Student lists for Institution and a vendor such as Graduation Alliance to place calls utilizing an automatic dialing machine and send text messages as contemplated under this Agreement; and (ii) it has not received instructions by any means from any individual on a Prospective Student List to cease communicating with them by phone, text, or email. In the event that Institution is informed that a former student has requested not to be contacted regarding enrollment or otherwise, Institution will promptly notify Graduation Alliance of that request.
- c. **Designation of Contacts.** The Institution shall designate both an Executive Contact and an Operational Contact for the Graduation Alliance-Institution relationship. The Executive Contact shall be a Provost, Dean, or other senior administration official to interact with Graduation Alliance's assigned Manager. The Operational Contact shall act as a project manager for the Graduation Alliance-Institution relationship throughout the Term of the Agreement.

4. Access to Data

The Institution shall make available to Graduation Alliance the Data from its SIS and LMS as identified in Exhibit B. Further, the Institution designates Graduation Alliance as a "school official" within the meaning of CFR § 99.31(a)(1)(i)(B) (FERPA) as Graduation Alliance performs institutional services to the Institution in accordance with this Agreement and is authorized to use the Data to fulfill its obligations under this Agreement. Graduation Alliance may also utilize de-identified Data for its own research and analysis purposes. Further, Graduation Alliance is authorized to share Data with any specialized and strategic vendors as required to perform its obligations under this Agreement. For avoidance of doubt, nothing herein restricts Graduation Alliance's use of any data it initially furnishes to the Institution, subject to applicable law. Graduation Alliance shall use commercially reasonable efforts to ensure the Data shared is not re-disclosed or otherwise breached.

Graduation Alliance will report any unlawful data breach of its Data or the Data of our third-party data processors to Institution within 72 hours of the breach if it is reasonably apparent that personal information stored in an identifiable manner has been accessed.

E. Ownership

1. **Ownership of Contributed Materials.** Graduation Alliance and the Institution each retain all ownership and intellectual property rights in any materials that they each contribute respectively for use by the other Party as contemplated under this Agreement.
2. **Ownership of Developed Materials.** Any right, title and interest in and to any intellectual property arising from or attributed to any of the work or activities undertaken as part of this Agreement shall belong to the Party that creates such intellectual property, unless mutually agreed to otherwise in writing. For avoidance of doubt: (a) Institution owns the content of online course materials where such course materials are based on content furnished by Institution; (b) Institution owns the content of any marketing materials created exclusively for the Institution which mention or refer to the Institution in any way; and (c) Graduation Alliance retains all rights in and to its business methods, technology, and marketing techniques, including but not limited to any improvements or modifications thereto which may arise during the course of performing its the services under this Agreement.
3. **Warranty.** Each Party represents and warrants to the other that it is the sole and exclusive owner of the provided materials or has the license to use and sub-license any intellectual property owned by third parties and incorporated into such materials, and that, to the best of its knowledge, such materials do not infringe any third-party rights.

F. Term of Agreement

1. Primary Term

This Agreement is effective from the Effective Date and expires on the first anniversary of the Launch Date (the **Initial Term**). This Agreement automatically renews for successive one (1) year terms unless either Party notifies the other in writing not less than ninety (90) days prior to the expiration of the current term of its intention not to renew (Successor Term[s]). The Initial Term and any Successor Term(s) are collectively referred to as the **Primary Term**.

2. Wind Down Phase

At the conclusion of the Primary Term of the Agreement, the Wind Down Phase begins during which Graduation Alliance will provide Institution only Wind Down Services.

G. Payment and Taxes

1. Graduation Alliance Payment

For all Students enrolled at the Institution during the Term of this Agreement, the Institution shall collect Revenue and remit to Graduation Alliance 37% (thirty-seven percent) of that Revenue (the **GA Payment**) for any and all courses taken by Students at the Institution. Graduation Alliance shall submit invoices for the GA Payment on a monthly basis. Institution shall remit the GA Payment to Graduation Alliance within thirty (30) days of receipt of an invoice.

2. Wind Down Payments

During the Wind Down Phase of the Agreement, the Institution will continue to remit the GA Payment to Graduation Alliance for all Students continuing to take courses at the Institution even if the Institution elects not to receive Wind Down Services.

3. Taxes

Each Party shall be responsible for any and all taxes due on its portion of Revenues received.

H. Confidential Information

Each Party agrees that Confidential Information is any business and technical information of the other Party which, in the exercise of reasonable judgment, should be recognized by such Party as confidential, it shall not use or disclose Confidential Information to any third party, except for the purpose of performing this Agreement. The obligation of confidentiality shall not apply to information which: (a) is or becomes part of the public domain through no fault of the receiving Party; (b) is furnished by the disclosing Party to others without restrictions on use and disclosure; (c) becomes known or available to the receiving Party without restriction from a source other than the disclosing Party without breach of any Agreement with the disclosing Party; (d) is disclosed with prior written approval of the disclosing Party; (e) is independently developed by the receiving Party without the use of any Confidential Information; (f) is previously known to the receiving Party on a non-confidential basis; or (g) is required by court order (other legal process) or government agency to be disclosed, in which case, the receiving Party shall give the disclosing Party as much notice as is reasonably practical so that the disclosing Party may seek a protective order or other confidential protection as the disclosing Party, in its sole discretion, may elect and the receiving Party shall reasonably cooperate with the disclosing Party in disclosing Party's efforts to obtain such order or protection.

I. Dispute Resolution

In the event of any dispute arising between the Parties, notice shall be served to the other Party of said dispute. Prior to either Party filing a claim against the other Party, the Parties shall work in good faith to resolve said dispute within sixty (60) days of receipt of the dispute notice. If the Parties are unable to resolve the dispute within sixty (60) days, then the Parties shall refer the matter to an agreed mediator within thirty (30) days. If the Parties are unable to resolve the dispute at mediation, then neither Party is further restricted from pursuing any claims against the other Party.

J. Notice

All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when emailed and receipt acknowledged by recipient or mailed by certified mail actually received to:

Andy Cusimano
Graduation Alliance
310 S. Main St. 12th Floor
Salt Lake City, UT 84098
Andy.cusimano@graduationalliance.com

Kyle S. Stafford, President
NEO A+M College
200 I Street NE, Box 3841
Miami, OK 74354-6497

K. Indemnification.

Graduation Alliance warrants it will comply at all times with applicable federal, state and local laws in the performance of its services hereunder. Graduation Alliance shall indemnify and hold harmless Institution and its officers, agents, employees, volunteers, representatives and assigns from and against any and all actions, omissions to act, claims, damages, judgments, demands, rights and causes of action arising out of or incident to the services performed hereunder.

L. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES EXCEPT AS OTHERWISE CONTEMPLATED IN THIS AGREEMENT. EXCEPT FOR GRADUATION ALLIANCE'S CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF GRADUATION ALLIANCE, IF ANY, INCLUDING LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF FEES PAYABLE BY PARTNER FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM FOR SUCH LIABILITY.

M. Applicable Law.

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the state of in which services are performed. The provisions of this Agreement shall be construed to conform to those laws.

N. Relationship between the Parties.

Each Party is an independent contractor and will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. Each Party will maintain appropriate worker's compensation for its employees as well as general liability insurance. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency or franchise relationship.

O. Amendment and Waiver.

This approved Agreement may be waived, changed, modified, or amended only in writing by authorized individuals of both Parties. If any provision of the Agreement shall be deemed in conflict with any statute or rule of law, such provision shall be modified to be in conformance with said statute or rule of law. The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either Party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either Party more than two years after the cause of action has occurred.

P. Entire Agreement.

This Agreement constitutes the entire agreement of the parties and supersedes any previous written or oral agreements. Any other agreement, representation, or understanding, verbal or otherwise, relating to the services of Graduation Alliance and the Institution, or otherwise dealing in any manner with the subject matter of this Agreement, is hereby deemed to be null and void and of no force and effect whatsoever.

Q. Severability.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provision of this Agreement will remain in full force.

R. Successors and Assigns.

This Agreement will be binding upon, and will inure to the benefit of, the permitted successors and assigns of each Party hereto. Either Party may assign this Agreement upon providing written notice to the other Party.

High School Diploma Student Re-engagement and Retention Agreement

S. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

T. Survivability.

The following Sections shall survive the expiration and termination of this Agreement: E, H, K, L, O, and Q.

<<signature page follows>>

High School Diploma Student Re-engagement and Retention Agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Graduation Alliance, Inc.

Northeastern Oklahoma A&M College



By: Andy Cusimano

Title: CFO

Date: March 31, 2020

310 South Main Street, 12th Floor
Salt Lake City, UT 84101



By: K. S. St. John

Title: President

Date: 3/31/2020 (KS)
("Effective Date")

Address: 200 L St. NE

Box 3841

Miami, OK 74354-6497

Attachments

Exhibit A: The American Academy Graduation Requirements

Exhibit B: Data Requirements

Exhibit C: Institution Branding and Style Guidelines

High School Diploma Student Re-engagement and Retention Agreement

Exhibit A

The American Academy Graduation Requirements

Subject Area	Credits Required
English Required: <i>English 9, 10, 11</i>	3.0
Math Required: <i>Algebra I, Geometry</i>	2.0
Science <i>Earth Science, Biology</i>	2.0
Social Studies <i>World Civilizations, U.S. History</i>	2.5
Health & PE	2.0
The Arts	1.0
Career & Technical Ed	1.0
Educational Technology	0.5
Financial Math	0.5
Electives	5.5
TOTAL	20.0

Exhibit B

Data Requirements

Overview

Graduation Alliance helps its partner universities and colleges recruit and enroll students who have not earned a high school diploma and wish to enroll in the Institution. In order to achieve this goal, Graduation Alliance must have the ability to gather student demographic and contact information, detailed A/R status (if prior fees, tuition, etc. are owed), transcript information, course scheduling and availability, data related to the student re-application process, class enrollment, and the student's progress with assigned coursework.

To satisfy this need for data, Graduation Alliance has a variety of access and data sharing methods. This data is typically sourced from the Institution's Application System, Student Information System (SIS) and Learning Management System (LMS).

Communication Methods and Formats

Graduation Alliance can receive data files, read-only webservice queries or by providing API endpoints to allow our partner institution to push data to our systems. We can also accommodate file transfer via secure FTP (SFTP), although this is not a preferred method of ongoing communication past an initial pilot or proof-of-concept. The specific method to be used will be determined during the initial on-boarding process, and revised by both parties as needed.

Graduation Alliance will accept JSON and XML data formats, with JSON being the preferred method. Other, custom formats may be supported and may require a separate services agreement with Graduation Alliance depending upon the level of customization required.

New Institution Onboarding

Graduation Alliance offers a phased approach to establishing the data integration with new Institution partners. These phases align to the major milestones in the rollout of our partnership.

Phase 1: Admission and demographic data required to facilitate the Recruiting/Reenrollment effort

Phase 2: Prior course completion (if any) and new course registration data

Phase 3: LMS data prior to the start of the first courses

At the beginning of each phase, a Mapping Session will be held to align on the files required for each phase. Graduation Alliance and the Institution will agree on a data sharing process, and a testing/validation activity will verify the data is in the expected, and acceptable, format. This process is typically completed with test data files, and may involve code/process modification at either the Institution or Graduation Alliance level, or both. Once each of the test data files pass validation, the integration process for that file is considered ready to go "live", and the schedule for data transmission can be established.

Data Types

For the purposes of this section, the term "file" is used interchangeably to describe either a physical file or a record definition used by an API or web service to access and/or transmit the necessary data.

Admissions

The Admissions file contains information on applicants and current students that have applied or been admitted to the Institution. This file is the most comprehensive of the data files and reflects all the required demographic information about the student, as well as the student's status in the admissions process. This file contains the information needed for our Contact Center to seamlessly guide potential students through the admissions process.

Registration

The Registration file contains data involved with the Sections being offered for a course start and the Students enrolling in those sections. It includes information such as the Section ID, Start / End Date, along with the student's ID, enrollment status, and other key data points pertaining to the enrollment. This data file enables our Contact Center to understand the courses being offered, as well as the students that are enrolled. This enables our Retention team to speak in an informed manner to the Students regarding their enrollments and address any dropped courses. The Registration file should also contain any credit-granted

High School Diploma Student Re-engagement and Retention Agreement

courses taken by the student during prior enrollment periods. These prior course data can also be made available separately through the Institution's transcript generation process.

LMS Coursework

LMS Coursework data includes information from the LMS system which provides courses the student is currently registered for, and insight into a student's progress with assigned tasks throughout a course. Graduation Alliance uses this data to track the student's engagement in their course material to better target our retention efforts on those students that may require the most attention.

High School Diploma Student Re-engagement and Retention Agreement

Exhibit C

Institution Branding and Style Guidelines

Reference Document M-1

Northeastern Oklahoma A&M College
Summary of Out-of-State Travel as of

Feb-20

Column (1): Travel This Month
Column (3): Amount Expended Current FY

Column (2): Corresponding Month Last 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	0	\$0.00	0	\$0.00	0	0		
State Approp. (290)	2	\$2,387.97	0	\$0.00	31	\$18,887.76	17	\$3,478.58
Federal (430)	0	\$0.00	0	\$0.00	2	\$1,294.09	8	\$2,099.63
Private	0	\$0.00	0	\$0.00	0	\$0.00		
Auxiliary (701)	1	\$345.35	2	\$502.96	26	\$10,720.04	19	\$2,359.61
Other	0	\$0.00	0	\$0.00	0	\$0.00		
Total	0	\$0.00	2	\$502.96	59	\$28,168.57	44	\$7,937.82

Northeastern Oklahoma A&M College
Summary of Out-of-State Travel as of

Mar-20

Column (1): Travel This Month
Column (3): Amount Expended Current FY

Column (2): Corresponding Month Last 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	0	\$0.00	0	\$0.00	0	0	0	0
State Approp. (290)	2	\$1,273.61	0	\$0.00	33	\$20,161.37	15	\$4,318.81
Federal (430)	0	\$0.00	0	\$0.00	2	\$1,294.09	0	\$0.00
Private	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Auxiliary (701)	1	\$345.35	2	\$228.58	27	\$11,065.39	13	\$2,929.07
Other	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Total	0	\$0.00	2	\$228.58	62	\$28,168.57	28	\$7,247.88

VI. CONNORS STATE COLLEGE, WARNER, OKLAHOMA

President Ronald Ramming and members of the Connors State College (CSC) administration joined the Zoom meeting 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 said he is very proud of how hard CSC faculty has worked to adapt to the distance learning format during the pandemic. He said Dr. Wansick and the Division Chairs deserve a lot of credit in making a successful transition happen. Gwen Rodgers, Title III Project Manager, really stepped up in getting faculty up to speed with this new technology and he really appreciates her efforts. He said he is proud of how hard everyone worked and the innovation that is happening; he knows it has not been perfect or easy. President Ramming said the administration is concerned about the student population that will struggle to thrive in this distance learning environment for a variety of reasons. He said they are going to continue to work hard to not leave anybody behind as they work through this. The pandemic has also forced them to rethink the way they do business in many ways and it is enrollment time right now. Robin O'Quinn, Assistant Vice President for Academic Affairs, and her staff have restarted and reinvented academic advisement. Enrollment being as critical as it is, they have really stepped up to make sure that students get in the classes that they need to be in to keep them on track.

President Ramming also highlighted various articles of interest in the *Connors Connection*.

B-1 Adoption of Memorial Resolution for Gail Thompson

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

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

C-1 Approval of Weapons, Firearms, Ammunition, Fireworks, Explosives, and Dangerous Chemicals Policy

President Ramming noted this policy mirrors OSU's policy and has been reviewed by the Office of Legal Counsel.

D-1 Approval of personnel action

Regent Hall moved and Regent Anthony seconded to approve Items C-1 and D-1 as presented in the CSC Agenda.

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

April 24, 2020

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. Connection**

B - RESOLUTIONS

- 1. Request for Memorial Resolution**

Board approval is requested for the attached memorial resolution honoring Ms. Gail Thompson, former Connors State College Instructor who passed away April 4, 2020.

C - POLICY AND OPERATIONAL PROCEDURES

- 1. Approval of Firearm Policy Revision**

Board Approval is requested for the revisions to Connors State College Weapons, Firearms, Ammunition, Fireworks, Explosives, and Dangerous Chemicals Policy. (Reference Document C-1)

D - PERSONNEL ACTIONS

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

Board approval is requested personnel actions including appointments, changes in salary, changes int title or rate, personnel leaves, etc. (Reference Document D-1)

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

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. March 2020 Out-of-State Travel Report

2. March 2020 FTE Employee Report

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'R. S. Ramming', written over a horizontal line.

Dr. Ronald S. Ramming
President

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 Gail Thompson, former Connors State Faculty passed away on April 4, 2020; and

WHEREAS, Ms. Thompson, by her loyalty, attention to duty, and faithful performance rendered service as an Instructor at Connors from 2004 until 2016, and as a citizen worthy of commemoration and respect; and

WHEREAS, her friends and Connors State College deeply feel the loss in her 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 Ms. Thompson 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 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 faculty.

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 Ms. Thompson

Adopted by the Board the twenty-fourth day of April 2020.

Dr. Ronald Ramming
President
Connors State College

Tucker Link
Chair
Oklahoma A&M Board of Regents



WEAPONS, FIREARMS, AMMUNITION, FIREWORKS, EXPLOSIVES AND DANGEROUS CHEMICALS POLICY AND PROCEDURE FOR STUDENTS, FACULTY AND STAFF

APRIL 2020

1.01 Students, faculty, and staff at Connors State College (CSC) can best learn, work, and live in an environment free from dangers and constraints, both physical and psychological, which can arise from unauthorized weapons, firearms, ammunition, fireworks, explosives, and dangerous chemicals on the campus. Similar items used for decorative purposes or rendered inoperable are included in this policy.

DEFINITIONS

2.01 **Campus** includes real property, buildings, other structures, or improvements owned or controlled by Connors State College.

2.02 **Firearm** means any device capable of discharging a projectile by gunpowder, gas, or other means of propulsion. By way of example and without limitation, firearms shall include shotguns, rifles, handguns, pellet guns, BB guns, flare guns, Airsoft-type guns, and other similar devices, loaded or unloaded.

2.03 **Weapon** means any object with the potential to inflict injury or harm if used in a threatening, aggressive, or careless manner. By way of example and without limitation, weapons shall include firearms, archery equipment, slingshots, martial arts devices, clubs, blackjacks, loaded canes, batons, hand chains, metal knuckles, swords, cane swords, bayonets, daggers, bowie knives, dirk knives, switchblade knives, spring-type knives, knives having a blade which opens automatically by hand pressure applied to a spring, button, or other device in the handle of the knife. Weapons do not include devices used solely for defensive purposes such as Tasers,

pepper spray, mace, electronic control devices, small pocket or kitchen knives, and other similar devices.

2.04 Fireworks means any combustible or explosive composition, or any substance or combination of substances, or article, prepared for the purpose of producing a visible or an audible effect by combustion, explosion, or detonation. By way of example and without limitation, fireworks shall include firecrackers, torpedoes, skyrockets, roman candles, and other similar devices, whether commercially produced or homemade.

2.05 Ammunition means any device containing gunpowder, or any other substance designed to propel a projectile, intended for use in a firearm.

2.06 Explosives and dangerous chemicals means any substance whose chemical properties make them inherently dangerous. By way of example and without limitation, explosives and dangerous chemicals shall include dynamite, blasting caps, plastic explosives, detonation cord, gunpowder, flammable liquids and solvents such as gasoline, kerosene, and propane, and any other combination of compounds/chemicals designed to produce an explosive effect. Nothing contained in this policy shall be deemed to prohibit the use of chemicals in the normal conduct of classes, facilities maintenance functions, or operation of equipment or motor vehicles.

2.07 Certified police or peace officer includes those persons employed by municipal, county, state, or national agencies who comply with the statutory requirements for certification as a police or peace officer.

POLICY

3.01 Except as expressly provided in this policy, no person is allowed to possess, display, or use firearms, weapons, ammunition, fireworks, explosives or dangerous chemicals on campus at any time.

PROCEDURES AND EXCEPTIONS

4.01 Police and peace officers employed by CSC and those who have been called by CSC to assist or perform law enforcement duties on campus may possess or use firearms, ammunition, or weapons in a manner consistent with professional

standards which prevail in the State of Oklahoma.

4.02 Police and peace officers, who, in their official on-duty capacities and in the performance of their duties find it necessary to come on campus, may possess firearms.

4.03 Police and peace officers who have been invited to demonstrate or lecture to a class may carry a firearm, ammunition, or weapon on campus. CSC employees responsible for extending these invitations should advise the CSC Police Department concerning these visits.

4.04 With the exception of CSC police officers, police and peace officers who are students shall not be permitted to possess or display firearms, ammunition, or weapons in class, but may store these items at the CSC Police Department designated area or in other appropriate areas approved by the institution's President.

4.05 Certain classes and activities, both on campus and off, involve the use of firearms, ammunition, dangerous chemicals, or fireworks. Authorization and conditions for these classes and activities and other appropriate exceptions will be given by the institution's President.

4.06 When archery, shooting sports, or hunting is allowed on campus, persons with express written permission will be allowed to possess appropriate weapons for the activity.

4.07 Except as specified above, all exemptions to this policy must be approved by the institution's President.

4.08 Individuals may possess or store a firearm on any property set aside for the use of parking of a vehicle, whether attended or unattended, provided the firearm is carried or stored as required by law and the firearm is not removed from the vehicle without the prior consent of the institution's President while the vehicle is on any college or College property.



Personnel Actions

Personnel actions pertaining to appointments, reappointments, changes in salary, changes in title or rank, personnel leave, etc.

Name	Action	Effective Date	Salary/Rate
Ferrell-Bishop, Lloyann	Reappointment- Instructor/ Nursing	03/02/2020	\$46,011

SUMMARY OF OUT-OF-STATE TRAVEL FOR THE PERIOD OF MARCH 31, 2020

FUND SOURCE	TRAVEL THIS MONTH		CORRESPONDING MONTH LAST FISCAL YEAR		AMOUNT EXPENDED CURRENT		AMOUNT EXPENDED PRIOR	
	NO. OF TRIPS	AMOUNT EXPENDED	NO. OF TRIPS	AMOUNT EXPENDED	NO. OF TRIPS	FISCAL YEAR	NO. OF TRIPS	FISCAL YEAR
ST. APPROP.	0	0.00	0	0.00	4	4,535.54	3	3,555.02
FEDERAL	0	0.00	0	0.00	13	24,673.85	2	20,293.07
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	-	-	-	-	17.00	29,209.39	5.00	23,848.09

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: 03/31/2020
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		Total FTE
	Regular	Student		Regular	Student		Regular	Student		Regular	Student	
79	77	4	1	7	1	0	13	15	80	97	20	197
84	91	5	0	7	1	0	14	19	84	112	25	221
-5	-14	-1	1	0	0	0	-1	-4	-4	-15	-5	-24
55	51	5	0	19	1	0	9	15	55	79	21	155

106

¹ FTE Employees for
Reported Fiscal Quarter ¹

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

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

D. Comparable
Quarter
Last Year

¹ File with State Regents' office by the tenth of the month following the end of the calendar quarter being reported.

² The term employee shall mean "a full time employee or any number of 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.

VII. PUBLIC COMMENTS

Chairman Link said in accordance with Board Policy 1.17, time is provided for individuals to appear before the Board in order to provide comments. There were none registered to comment, and the Board continued with its business.

VIII. COMMITTEE REPORTS

A. Fiscal Affairs and Plant Facilities Committee

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

B. Academic Affairs, Policy and Personnel Committee

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

C. Audit, Risk Management and Compliance Review Committee

1. Report from Committee Chair.

Committee Chair Anthony said the Committee met on Wednesday, April 22, 2020, via Zoom to discuss the impact of COVID-19 on each of the A&M campuses. This pandemic has presented each campus with many challenges including delivery of courses to projected budget challenges. While the total impact is still unknown at this time, the Committee is pleased that each of the institutions is evaluating how to best position itself for the future. Specifically, the Committee looked at the potential impact of reductions to Fiscal Year 2021 state appropriations and potential challenges to other revenue sources. There was also discussion of anticipated Coronavirus Aid, Relief, and Economic Security (CARES) Act funding and how that funding will assist the campuses through these challenging times.

The Committee also received an update regarding the implementation of recommendations in response to the FY 2019 External Audit of Langston University.

Chairman Link thanked Regent Anthony for his report and said he would like to add that the Committee spent quite a bit of time on “what-ifs” for the futures of the universities in these circumstances. He commended everyone for their efforts and acknowledges there are still a lot of unknowns going forward. He said the institutions need to keep all options on the table in regard to managing through the pandemic crisis. Chairman Link noted that it is not just COVID-19 causing shutdowns. The oil and gas industry has plummeted, which will have a significant impact on Oklahoma.

Chairman Link also commented that all hands are on deck to fix the financial situation at Langston University. The FY 2019 LU Audit was finally completed, and President Smith and his staff did a great job in cooperating to accomplish its completion. It took a great amount of time and effort, but it is his belief that with the work Mr. Weaver and his staff at OSU are doing things at LU are in order.

Regent Anthony expressed appreciation on behalf of the Committee to Michelle Finley, her staff, and the auditors for their work to finish the FY 2019 LU Audit. He also acknowledged BKD, LLP, for diligently working on the LU Audit for FY 2019 and their gracious gesture of discounting their audit fees by \$100,000 to help offset the additional costs incurred.

Regent Burns expressed his appreciation to Mr. Weaver and the OSU staff for all they have done to assist LU through this process. It does appear that there is a great deal of cooperation underway and they describe it as a very positive environment that is making great progress. He said he has heard from Mr. Weaver some indication that he is challenged by the promise he has made to have this done within a year from the last meeting, but he assures me they are still going to make it.

D. Planning and Budgets Committee

None

IX. OTHER BOARD OF REGENTS' BUSINESS

G Reports/Comments/Recommendations by Chief Executive Officer

Mr. Ramsey complimented the Board staff for their effort and adaptability shown through this crisis period. He said Steve Stephens and his team; Michelle Finley and her team; and the Executive Office staff have all gone all-in with working remotely and continuing with great effort. He said they are doing an exceptional job working with the institutions through this and regularly communicating with Regents. Mr. Ramsey expressed appreciation to Kyla Eldridge and Nicole Nixon for their efforts to get this meeting to go smoothly today and for implementing safeguards to avoid "Zoom crashing" like he has seen happen to other institutions on Zoom calls. He also thanked OSTATETV for stepping up to help stream this meeting. It has been a great team effort across the system. Regent Link said he agreed and complimented Ms. Eldridge and Ms. Nixon for their good work.

H Reports/Comments/Recommendations by General Counsel

Mr. Stephens said the Diagnostic Laboratory of Oklahoma reached out to Erika Artinger, Senior Staff Attorney, and asked her if she would be able to spend some time helping them with COVID-19 testing. He said he spoke with Mr. Ramsey and they agreed Ms. Artinger should spend some of her time to aid in that effort. He said they are very proud of her for helping her adopted State in that capacity and he wanted to make the Board aware of that effort. He said he will submit the Office of Legal Counsel's bi-annual report to the Board next week. Finally, he thanked Chairman Link and the Regents for the time they have spent above and beyond their normal amount to help with this pandemic and crisis.

H Reports/Comments/Recommendations by Chief Audit Executive

Ms. Finley echoed Mr. Stephens' comments that the Board has provided great leadership and volunteered so much extra time to help everyone successfully navigate through this crisis.

Regent Link expressed appreciation to Regent Watkins for her extended service beyond her appointed term end date. Regent Watkins said it was her pleasure.

Adjournment

At approximately 12:24 p.m., Chairman Link adjourned the meeting.

BOARD OF REGENTS FOR THE OKLAHOMA
AGRICULTURAL AND MECHANICAL COLLEGES



Tucker Link 06/22/2020 16:59 CDT

By: _____

L. Tucker Link, Chairman

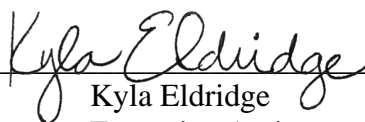
ATTEST:



Jason Ramsey 06/24/2020 15:18 CDT

Jason Ramsey, Chief Executive Officer

Certified correct minutes subject to approval of the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges on June 19, 2020.



Kyla Eldridge
Executive Assistant to the CEO