

# **REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA**



## **MINUTES**

### **REGULAR BOARD MEETING**

**November 13, 2020**

**9:00 am**

**Zoom Link: <https://zoom.us/j/92963365159>**

**Teleconference Number: +1 346 248 7799**

**Meeting ID: 929 6336 5159**

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# REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA

University  
of  
Central  
Oklahoma

East  
Central  
University

Northeastern  
State  
University

Northwestern  
Oklahoma  
State  
University

Southeastern  
Oklahoma  
State  
University

Southwestern  
Oklahoma  
State  
University

## **FINAL AGENDA**

November 13, 2020

9:00 a.m.

Zoom Link: <https://zoom.us/j/92963365159>

Teleconference Number: +1 346 248 7799

Meeting ID: 929 6336 5159

Attending via video conference: Regent Susan Winchester,  
Regent Jeff Dunn, Regent Lake Carpenter, Regent Gary Parker,  
Regent Connie Reilly, Regent Jane McDermott, Regent Amy  
Anne Ford, Regent Eric Fisher, Regent Joy Hofmeister

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

**II. CALL TO ORDER AND REGENTS' ROLL CALL**

**A. EXCUSE ABSENT REGENTS**

**B. INTRODUCTION OF GUESTS**

**III. CHAIR'S REPORT—Regent Susan Winchester**

**IV. CONSENT DOCKET**

**A. MINUTES OF PREVIOUS MEETING**

1. Approval of Minutes of Regular Meeting,  
October 23, 2020

**B. EDUCATIONAL EXCELLENCE COMMITTEE REPORT – Chair,  
Regent Eric Fisher**

**1. Southwestern Oklahoma State University**

**a. Program Modification Request**

1. AAS Radiologic Technology (122) – to add rigor to better prepare students for licensure exams

**2. Southeastern Oklahoma State University**

**a. Program Modification**

1. **Embedded Management-Graduate Certificate (113)**  
– change arrangement of courses to match the current MBA Management concentration. No new courses. Total hours will change from 18 to 12 hours.

**3. Northwestern Oklahoma State University**

**a. Program Modification, Program Requirement Change**

1. MS, General Psychology (079)

**4. Northeastern State University**

**a. New Embedded Certificate**

1. **Event Management, embedded certificate.** Faculty propose a 15-credit hour certificate that is embedded in the Hospitality and Tourism Management, B.B.A. (093) program. Students have expressed an interest in this certificate, and it supports northeastern Oklahoma and tribal establishments which host conferences, conventions, and other large events.

**b. Existing Program Online Delivery**

1. **Geography and Sustainability Studies, (036).** Faculty propose offering the program online and anticipate increased enrollment and growth in the number of graduates. An analysis of current students

and their addresses suggests this delivery method will facilitate their completion of the program. In addition, recent market research reveals more than 7800 "interest in major" inquiries within a 250-mile radius of NSU, and similar programs at peer institutions in other states have seen high enrollments. The letter of intent was sent to OSRHE October 26, 2020.

2. **Information Systems, B.B.A. (123).** Faculty propose offering this program online to provide flexibility for students. Oklahoma labor data suggests positive growth in information system positions over the next five years, and Computer and Information Systems Managers are among the Oklahoma Works top critical occupations for 2020-2022.
3. **Technology, B.T. (133).** The Bachelor of Technology degree serves students who have an applied science degree or documented training and/or verifiable skills in an exclusive vocational/technical area, full-time military experience, or business/industrial training and who desire a bachelor's degree. Offering the program online would support both students and area employers.

**c. Program Modification—Substantive**

1. **Geography and Sustainability Studies, B.A. (036).** Faculty propose adjusting the Techniques in Geography category to include courses in cartography, geospatial technologies, GIS automation and scripting and GIS applications. This provides more course selections for students who may need online courses in this category to meet degree requirements.
2. **Music, B.A. (060).** Faculty propose updating the Jazz Studies option with a new name, Jazz Studies and Commercial Music and modified curriculum to make it more applicable to the contemporary music industry. The curriculum will include more content related to music technology and industry requirements with ten (10) new courses to support the revised curriculum. The Music, B.A. program is accredited by the National Association of Schools of Music (NASM).

3. **Speech Language Pathology, B.S. (087).** Faculty propose changes to the program's curriculum and degree program requirements. These include updating program prerequisites, adding a new required course, SLP 4263 Aphasia, and updating the curriculum structure. Degree requirement changes include adding a 25-clock hour Guided Observation degree requirement and adjusting the graduation GPA from 3.25 to 3.0. All changes align with recently revised American Speech-Language-Hearing Association (ASHA) certification standards and accreditation standards.
4. **Speech-Language Pathology, M.S. (137).** As with the undergraduate program, faculty propose changes to the graduate program based on new standards. These changes will revise admission standards, add a prerequisite course list, revise the SLP leveling course list, revise retention standards, and revise graduation requirements. The curriculum requirements will not change.

**d. Program Modification—Non-substantive**

1. **History, B.A. (042).** Faculty propose reorganizing course selection listings so that they detail which courses can be used in each curriculum category. They will also add a new course, HIST 4813 Public History to US History Advanced Electives category.
2. **Psychology, B.S. (072).** Faculty propose added two new courses, PSYC 3623 Introduction to Health Psychology and PSYC 4643 Forensic Psychology, to the guided elective list. PSYC 3623 is part of a new, interdisciplinary minor, and PSYC 4643 has been offered as a popular variable topic course.
3. **Social Studies, B.S.Ed. (080).** As with the history degree, faculty propose reorganizing course selection listings so that they detail which courses can be used in each curriculum category. They will also add a new course, HIST 4813 Public History to US History Advanced Electives category.

4. **Drama, B.A. (182).** Faculty propose adding three courses to the guided elective list. These include to new courses in creative movement and a course in video production.

5. **East Central University**

- a. **Option Addition and Program Requirement Change**

1. Biology (004)

- b. **Option Deletion**

1. Business Administration: Management Information Systems (007)

- c. **New Program**

1. Information Technology Management (061)

- V. **REPORT OF RUSO COMMITTEE PROCEEDINGS**

- A. **FACILITIES STEWARDSHIP COMMITTEE –Chair, Regent Connie Reilly**

1. **Southeastern Oklahoma State University**

Southeastern Oklahoma State University is requesting approval to bid and award to the lowest and best possible candidate the following project:

- a. **Chickasaw and Choctaw Residence Hall Roofing Project, #660-0558**

Project Description: Remove about 13,000 square feet of roof and replace with thermoplastic polyolefin (TPO) roofing. The current roof is original to the building built in 1969.

Amount: \$125,000 Estimated

Source of Funds: Auxiliary & E&G Deferred Maintenance

Vendor: To Be Determined

**2. Northeastern State University**

**a. Project #485-0073 - Greenhouse Renovation**

Project Description: Request permission to design, bid and award to the lowest responsible bidder, renovations to the greenhouses and associated building to include translucent panel, HVAC, electrical and irrigation systems. Project will also include new roof, renovated classroom, and restroom spaces.

Requested Funding Approval: \$200,000

Budget Breakdown: Renovation/Repairs

Revenue Source(s): \$80,000 - 600 Fund and \$120,000 – Science Facility & Equipment Fee

**b. Project #485-0074 - Business and Technology Building Elevator Renovation**

Project Description: Request permission to design, bid and award to the lowest responsible bidder, renovation of the elevator cab and controls systems.

Requested Funding Approval: \$300,000

Budget Breakdown: Renovation/Repairs

Revenue Source(s): 600 Fund

**3. University of Central Oklahoma**

**a. Project # 120-0027 Major Repairs and Deferred Maintenance (Math & Computer Science Generator Replacement)**

Project Description: Request approval to fund and award contract to RP Power LLC, in an amount not to exceed \$175,000, for replacement of emergency generator. The purchase would be made through an approved cooperative contract. This is the third year of a five year maintenance plan to proactively upgrade all older generators on campus.

Requested Funding Approval: \$175,000



## **FINAL AGENDA FOR NOVEMBER 13, 2020**

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Budget Breakdown: \$175,000 for equipment and installation

Congruent with Facility Master Plan or Strategic Plan?: Yes

Revenue Sources: Section 13 Offset Funds

### **Information Items:**

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

Project Description: Awarded to Lippert Bros. Construction Services, Inc. the Thatcher Hall Masonry repair for a total amount of \$26,175.

Fund Source: Section 13 Offset Funds

### **B. PERSONNEL COMMITTEE—Chair, Regent Jane McDermott**

**Report of the Personnel Committee, Thursday, November 12, 2020, 1:00 p.m., via Zoom.**

1. Status report on the SWOSU Presidential Search.
2. Discussion and approval of Voluntary Compliance Program application to IRS regarding RUSO 403b plan and all necessary documents and \$1,500.00 filing fee.

### **C. POLICY & PROCEDURES COMMITTEE—Chair, Regent Lake Carpenter**

**Report of the Policy & Procedures Committee, Thursday, November 12, 2020, 2:00 p.m., via Zoom.**

1. Discussion and approval of revisions to RUSO Title IX policy and Chapters 3 and 4 of the RUSO Policy Manual as they relate to Title IX requirements.
2. Discussion and approval of RUSO System Title IX forms.

**D. AUDIT & FINANCE COMMITTEE—Chair, Regent Gary Parker**

**Report of the Policy & Procedures Committee, Thursday, November 12, 2020, 3:00 p.m., via Zoom.**

1. Discussion and approval of internal audit plan for FY 2021.
2. Discussion regarding external audited financial statements.

**E. SYSTEM ADVANCEMENT COMMITTEE—Chair, Regent Amy Anne Ford**

**Report of the System Advancement Committee, Thursday, November 12, 2020, 4:00 p.m., via Zoom.**

1. RUSO Student Satisfaction, Enrollment, Graduation, and Employment Outcomes Benchmarks Report—Regents Dashboard Work Team
2. Discussion and possible action regarding Benchmarks Report.
3. Discussion and possible action regarding RUSO FY 2021 legislative advocacy.
4. Discussion and possible action regarding Higher Education Day 2021.
5. Discussion and possible action regarding RUSO board retreat meeting.

**VI. PRESIDENTS' COUNCIL REPORT—President Katricia Pierson**

1. Discussion and possible action to authorize CARES Act expenditures and subsequent reporting to the Board.

**VII. PRESIDENTS' RECOMMENDATIONS**

**A. SOUTHWESTERN OKLAHOMA STATE UNIVERSITY**

**1. Grants & Contracts**

Total grants and contracts: \$ 14,000.00

**2. COVID-19 Report**

**B. SOUTHEASTERN OKLAHOMA STATE UNIVERSITY**

**1. Grants and Contracts**

Total grants and contracts: \$ 201,118.00

**2. Budget**

**In accordance with Board policy 2.1.2, Budget Submission and Approval, Southeastern Oklahoma State University is requesting to amend the following FY 2021 budget as indicated below.**

Fund 490, Federal Stimulus Funds, increase from \$500,000 to \$1,500,000.

**1) Source of Funds:**

- Additional funds from the CARES Act

As part of the Federal stimulus program passed earlier this year, SE was awarded CARES funds. This budget revision is needed to access the remaining funding along with possible State of Oklahoma CARES funds.

**3. COVID-19 Report**

**C. NORTHWESTERN OKLAHOMA STATE UNIVERSITY**

**1. Personnel**

**2. Informational Item**

**a. Academic Calendar**

Attached is the Academic Calendar for 2021-2022 for Northwestern Oklahoma State University. The calendar has been submitted for approval to the Oklahoma State Regents for Higher Education.

**3. Grants & Contracts**

None to report.

Total grants and contracts: \$ 0.00

**4. COVID-19 Report**

**D. NORTHEASTERN STATE UNIVERSITY**

**1. Personnel**

**2. Purchases**

**Northeastern State University presents the following items over \$150,000 to be approved in accordance with the policy of the Board. (All funding is E & G unless otherwise noted.):**

- A. PPE Supplies.....(OMES).....\$267,587.27  
We are requesting to bid and award a contract to the lowest responsible bidder to sanitize high use academic buildings and student common areas using a disinfectant solution or spray that meets CDC guidelines for virus and bacteria remediation. Total contract not to exceed \$267,587.27. Source of funding will be reimbursed from Oklahoma Management Employment Services (OMES) CARES Act Allocation.

**3. Grants and Contracts**

None to report at this time.

Total grants and contracts: \$ 0.00

**4. COVID-19 Report**

**E. EAST CENTRAL UNIVERSITY**

**1. Personnel**

None to report at this time.

**2. Request for Contracts**

None to report at this time.

**3. Grants & Contracts**

Total grants and contracts: \$ 4,500.00

**4. Purchases:**

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

- a. CDW, at a cost of \$56,661.43 for cameras, LED Televisions, and computers for redesigned areas for academic instruction due to COVID-19. (490 - CARES Fund) (State Contract)
- b. TruTechnologies, at a cost of \$98,505.61 for replacement of the Fire Alarm Panel with a Voice Evac Panel at Briles Hall Dormitory (Auxiliary Fund)

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

- a. Faculty laptops, docking stations, and cases at an estimated cost of \$158,062. This is needed technology to allow faculty to teach remotely due to COVID-19. (State CARES Funding)

**5. COVID-19 Report**

**F. UNIVERSITY OF CENTRAL OKLAHOMA**

**1. Personnel**

**2. Grants & Contracts**

Total grants and contracts: \$ 599,924.00

**3. Purchases for approval:**

- a. The University of Central Oklahoma, Office of Information Technology (OIT) in April 2019 requested and received approval to obligate funds to maintain the university's technology infrastructure through Presidio, one of several Cisco resellers on statewide contract. We are now requesting permission to utilize any of Cisco's authorized resellers. This change does not affect the original cost, or terms and conditions.

**4. Informational Items from Purchasing:**

- a. Cory's Audio-Visual Services, Video Conferencing Infrastructure  
Source: CARES Act HEERF Funds .....\$74,891

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- b. Ex Libris USA, Inc., Library Platform Annual Subscription Fees  
Source: E&G.....\$98,010
- c. Houston Promotions, LLC, Promotional Design for STLR Program  
Source: Course Fee Colleges/Departments.....\$70,180
- d. Majority Plus, LLC, Professional Consulting Services  
Source: Auxiliary .....\$60,000
- e. Steris Corporation, Math and Science Sterilizers  
Source: Course Fee Colleges/Departments .....\$55,252

**5. COVID-19 Report**

**VIII. EXECUTIVE DIRECTOR'S REPORT – Sheridan McCaffree**

**IX. REGENTS' COMMENTS AND ANNOUNCEMENTS**

**X. NEW BUSINESS**

**XI. EXECUTIVE SESSION**

**A. Pursuant to 25 O.S. Section 307 (B) (1) to discuss the following**

- 1. Discussion and possible action regarding the employment of the President of the University of Central Oklahoma.

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

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

**XII. RECONVENE IN PUBLIC SESSION**

- A. Consideration and possible action to implement matters discussed in Executive Session

XIII. ADJOURNMENT







# REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA

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## MINUTES

November 13, 2020

9:00 a.m.

Zoom Link: <https://zoom.us/j/92963365159>

Teleconference Number: +1 346 248 7799

Meeting ID: 929 6336 5159

Attending via video conference: Regent Susan Winchester, Regent Jeff Dunn, Regent Lake Carpenter, Regent Gary Parker, Regent Connie Reilly, Regent Jane McDermott, Regent Amy Anne Ford, Regent Eric Fisher, Regent Joy Hofmeister

### I. ANNOUNCEMENT OF FILING MEETING NOTICE AND POSTING OF THE AGENDA

The Board of Regents of the Regional University System of Oklahoma met in regular session at 9:02 a.m., on November 13, 2020, via Zoom videoconference and teleconference.

### II. CALL TO ORDER AND REGENTS' ROLL CALL

Chair Winchester called the meeting to order. Roll call established the presence of a quorum with 7 Regents present.

Susan Winchester, Chair, Position 1  
Lake Carpenter, Regent, Position 3  
Gary Parker, Regent, Position 4  
Connie Reilly, Vice Chair, Position 5  
Jane McDermott, Secretary, Position 6  
Amy Anne Ford, Regent, Position 7  
Eric Fisher, Regent, Position 8

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

**A. EXCUSE ABSENT REGENTS**

**Regent Parker made the motion, seconded by Regent Reilly to excuse Regent Dunn and Regent Hofmeister from the meeting.**

**Voting for the motion: Regents Winchester, Carpenter, Parker, Reilly, McDermott, Ford, and Fisher**

**Voting against the motion: none**

**B. INTRODUCTION OF GUESTS**

**University Presidents**

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

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

Patti Neuhold-Ravikumar, President, University of Central Oklahoma, Edmond, Oklahoma

Thomas Newsom President, Southeastern Oklahoma State University, Durant, Oklahoma

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

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

**Regional University System of Oklahoma Administrative Staff**

Sheridan McCaffree, Executive Director

Debra Lyon, General Counsel

Angela Michael, Assistant General Counsel

Priya Desai, Executive Assistant

**Others in Attendance**

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

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

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

Christy Landsaw, Vice President for Administration and Finance, Northeastern State University, Tahlequah, Oklahoma

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

## **MINUTES FOR NOVEMBER 13, 2020**

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

**Regent Dunn joined the meeting at 9:04 a.m.**

### **III. CHAIR'S REPORT—Regent Susan Winchester**

Regent Winchester thanked everyone for their flexibility and willingness to meet one week earlier than originally planned. Regent Winchester reported that we will not be able to meet virtually after November 15, 2020 unless the legislature amends the Open Meetings Act. SB 661 allowed RUSO to meet virtually during the pandemic.

Regent Winchester reported that the organizational day for the 58<sup>th</sup> Legislature is January 5, 2021. There is a small possibility they could offer legislation at this time to allow virtual meetings to continue but this is highly unlikely. The 58<sup>th</sup> Legislature convenes February 1, 2021.

Regent Winchester reported that it has been a busy month for the Oklahoma State Regents for Higher Education (OSRHE). They have been having budget meetings and virtual webinar training for Regents.

Regent Winchester expressed appreciation to the universities for their ability to remain open and keep classes and campus open.

### **IV. CONSENT DOCKET**

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

#### **A. MINUTES OF PREVIOUS MEETING**

1. Approval of Minutes of Regular Meeting, October 23, 2020

#### **B. EDUCATIONAL EXCELLENCE COMMITTEE REPORT – Chair, Regent Eric Fisher (Attachment A, Pages 41-46)**

1. Southwestern Oklahoma State University (Page 41)

- a. Program Modification Request

## **MINUTES FOR NOVEMBER 13, 2020**

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1. AAS Radiologic Technology (122) – to add rigor to better prepare students for licensure exams
2. **Southeastern Oklahoma State University** (Page 42)
  - a. **Program Modification**
    1. **Embedded Management-Graduate Certificate (113)**  
– change arrangement of courses to match the current MBA Management concentration. No new courses. Total hours will change from 18 to 12 hours.
3. **Northwestern Oklahoma State University** (Page 43)
  - a. **Program Modification, Program Requirement Change**
    1. MS, General Psychology (079)
4. **Northeastern State University** (Pages 44-45)
  - a. **New Embedded Certificate**
    1. **Event Management, embedded certificate.** Faculty propose a 15-credit hour certificate that is embedded in the Hospitality and Tourism Management, B.B.A. (093) program. Students have expressed an interest in this certificate, and it supports northeastern Oklahoma and tribal establishments which host conferences, conventions, and other large events.
  - b. **Existing Program Online Delivery**
    1. **Geography and Sustainability Studies, (036).** Faculty propose offering the program online and anticipate increased enrollment and growth in the number of graduates. An analysis of current students and their addresses suggests this delivery method will facilitate their completion of the program. In addition, recent market research reveals more than 7800 “interest in major” inquires within a 250-mile radius of NSU, and similar programs at peer institutions in other states have seen high enrollments. The letter of intent was sent to OSRHE October 26, 2020.

2. **Information Systems, B.B.A. (123).** Faculty propose offering this program online to provide flexibility for students. Oklahoma labor data suggests positive growth in information system positions over the next five years, and Computer and Information Systems Managers are among the Oklahoma Works top critical occupations for 2020-2022.
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**c. Program Modification—Substantive**

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3.25 to 3.0. All changes align with recently revised American Speech-Language-Hearing Association (ASHA) certification standards and accreditation standards.

4. **Speech-Language Pathology, M.S. (137).** As with the undergraduate program, faculty propose changes to the graduate program based on new standards. These changes will revise admission standards, add a prerequisite course list, revise the SLP leveling course list, revise retention standards, and revise graduation requirements. The curriculum requirements will not change.

d. **Program Modification—Non-substantive**

1. **History, B.A. (042).** Faculty propose reorganizing course selection listings so that they detail which courses can be used in each curriculum category. They will also add a new course, HIST 4813 Public History to US History Advanced Electives category.
2. **Psychology, B.S. (072).** Faculty propose added two new courses, PSYC 3623 Introduction to Health Psychology and PSYC 4643 Forensic Psychology, to the guided elective list. PSYC 3623 is part of a new, interdisciplinary minor, and PSYC 4643 has been offered as a popular variable topic course.
3. **Social Studies, B.S.Ed. (080).** As with the history degree, faculty propose reorganizing course selection listings so that they detail which courses can be used in each curriculum category. They will also add a new course, HIST 4813 Public History to US History Advanced Electives category.
4. **Drama, B.A. (182).** Faculty propose adding three courses to the guided elective list. These include to new courses in creative movement and a course in video production.

5. **East Central University** (Page 46)

a. **Option Addition and Program Requirement Change**

1. Biology (004)

## **MINUTES FOR NOVEMBER 13, 2020**

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### **b. Option Deletion**

1. Business Administration: Management Information Systems (007)

### **c. New Program**

1. Information Technology Management (061)

**Voting for the motion: Regents Winchester, Dunn, Carpenter, Parker, Reilly, McDermott, Ford, and Fisher**

**Voting against the motion: none**

## **V. REPORT OF RUSO COMMITTEE PROCEEDINGS**

### **A. FACILITIES STEWARDSHIP COMMITTEE –Chair, Regent Connie Reilly (Attachment B, Pages 47-50)**

Regent Reilly reported that the Facilities Stewardship Committee did not meet but that she discussed with the items with the appropriate business officers and her questions were answered. Regent Reilly pointed out that NSU's Greenhouse renovation is unique in that it includes classrooms and restrooms and noted that the 600 Fund revenue source is also known as Section 13 Offset Funds.

**Regent Reilly made the motion, seconded by Regent Ford, to approve the facilities requests as listed in the agenda.**

#### **1. Southeastern Oklahoma State University (pages 47)**

Southeastern Oklahoma State University is requesting approval to bid and award to the lowest and best possible candidate the following project:

##### **a. Chickasaw and Choctaw Residence Hall Roofing Project, #660-0558**

Project Description: Remove about 13,000 square feet of roof and replace with thermoplastic polyolefin (TPO) roofing. The current roof is original to the building built in 1969.

Amount: \$125,000 Estimated

Source of Funds: Auxiliary & E&G Deferred Maintenance

## MINUTES FOR NOVEMBER 13, 2020

Vendor: To Be Determined

2. **Northeastern State University** (Page 48)

a. **Project #485-0073 - Greenhouse Renovation**

Project Description: Request permission to design, bid and award to the lowest responsible bidder, renovations to the greenhouses and associated building to include translucent panel, HVAC, electrical and irrigation systems. Project will also include new roof, renovated classroom, and restroom spaces.

Requested Funding Approval: \$200,000

Budget Breakdown: Renovation/Repairs

Revenue Source(s): \$80,000 - 600 Fund and \$120,000 – Science Facility & Equipment Fee

b. **Project #485-0074 - Business and Technology Building Elevator Renovation**

Project Description: Request permission to design, bid and award to the lowest responsible bidder, renovation of the elevator cab and controls systems.

Requested Funding Approval: \$300,000

Budget Breakdown: Renovation/Repairs

Revenue Source(s): 600 Fund

3. **University of Central Oklahoma** (Pages 49-50)

a. **Project # 120-0027 Major Repairs and Deferred Maintenance (Math & Computer Science Generator Replacement)**

Project Description: Request approval to fund and award contract to RP Power LLC, in an amount not to exceed \$175,000, for replacement of emergency generator. The purchase would be made through an approved cooperative



## MINUTES FOR NOVEMBER 13, 2020

contract. This is the third year of a five year maintenance plan to proactively upgrade all older generators on campus.

Requested Funding Approval: \$175,000

Budget Breakdown: \$175,000 for equipment and installation

Congruent with Facility Master Plan or Strategic Plan?: Yes

Revenue Sources: Section 13 Offset Funds

### **Information Items:**

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

Project Description: Awarded to Lippert Bros. Construction Services, Inc. the Thatcher Hall Masonry repair for a total amount of \$26,175.

Fund Source: Section 13 Offset Funds

**Voting for the motion: Regents Winchester, Dunn, Carpenter, Parker, Reilly, McDermott, Ford, and Fisher**

**Voting against the motion: none**

### **B. PERSONNEL COMMITTEE—Chair, Regent Jane McDermott**

**Report of the Personnel Committee, Thursday, November 12, 2020, 1:00 p.m., via Zoom.**

1. **Status report on the SWOSU Presidential Search.**

Regent McDermott reported that the SWOSU Presidential Search Committee received a status report on the search from Alan Medders at Higher Education Leadership Search. This is a national search and advertisements for the position were placed at the end of October in leading higher ed publications including The Chronicle of Higher Education, Inside Higher Ed, and Higher Ed Jobs. E-mails of the position profile are sent weekly to higher education administrators across the country. The search committee is making every effort to cast a very wide net. There are quite a few applicants and nominations from all over the country and internationally. In addition, the consultants are fielding a number of inquiries and

expect to have a broad applicant pool with a significant number of applicants by our best consideration deadline of December 6, 2020. The Screening Committee will meet Thursday, November 19, 2020 at the Business Enterprise Center on the SWOSU campus for their first meeting. The search committee is very pleased with their progress to date.

2. Discussion and approval of Voluntary Compliance Program application to IRS regarding RUSO 403b plan and all necessary documents and \$1,500.00 filing fee. (See Attachment C, Pages 51-102)

Regent McDermott reported that the Personnel Committee is requesting approval of a Voluntary Compliance Program application to the IRS to correct a failure to adopt a 403(b) Plan in a timely manner. The filing fee is \$1500 and this is recommended by outside counsel at McAfee & Taft. This applies to the RUSO system-wide 403(b) Plan. RUSO has since established a Pension Committee and they are on track with the retirement plans and regular review of them for compliance with IRS regulations and federal laws pertaining to retirement plans.

Regent Winchester inquired why it was not filed on time. Ms. McCaffree reported that the plans were formally adopted but the paperwork for the executed documents were missing. The adoption of the 403(b) Plan happened in 2009. Ms. McCaffree reported that there are no changes to the actual plan documents

**Regent McDermott made the motion, seconded by Regent Ford, to approve the Voluntary Compliance Program application to IRS regarding RUSO 403(b) plan and all necessary documents and \$1,500.00 filing fee.**

**Voting for the motion: Regents Winchester, Dunn, Carpenter, Parker, Reilly, McDermott, Ford, and Fisher**

**Voting against the motion: none**

**C. POLICY & PROCEDURES COMMITTEE—Chair, Regent Lake Carpenter**

**Report of the Policy & Procedures Committee, Thursday, November 12, 2020, 2:00 p.m., via Zoom.**

1. Discussion and approval of revisions to RUSO Title IX policy and Chapters 3 and 4 of the RUSO Policy Manual as they relate to Title IX requirements. (See Attachment D, Pages 103-126)

Regent Carpenter reported that the Policy and Procedure Committee met November 12, 2020. Regent Carpenter thanked Regents Parker, Reilly and Fisher for attending in addition to the presidents, business officers and academic affairs officers who were there. The Committee considered revisions to the RUSO Title IX Policy that were approved at the September 11, 2020 RUSO Board meeting. Regent Carpenter thanked RUSO General Counsel Debra Lyon and the RUSO Title IX Task Force, which consists of student affairs representatives from each RUSO university. They have done yeomans' work responding to the 2,000 some new pages of regulations which went into effect on August 14, 2020.

The revisions the Committee recommends include refining the Applicability Section and making it clear that this policy supersedes RUSO Chapters 3 and 4 policies related to Title IX allegations and university policies that apply to the same matters. Debra Lyon, RUSO General Counsel, is also preparing checklists and forms for the RUSO system to implement after they are completed. Debra is drafting these documents with the assistance of the RUSO Title IX Task Force.

**Regent Carpenter made the motion, seconded by Regent Ford, to approve the RUSO Title IX Policy as amended and discussed at the RUSO Policy and Procedure Committee meeting and to delegate authority to Debra Lyon to finalize RUSO wide checklists and forms to help the RUSO universities process Title IX complaints uniformly.**

**Voting for the motion: Regents Winchester, Dunn, Carpenter, Parker, Reilly, McDermott, Ford, and Fisher**

**Voting against the motion: none**

**D. AUDIT & FINANCE COMMITTEE—Chair, Regent Gary Parker**

**Report of the Policy & Procedures Committee, Thursday, November 12, 2020, 3:00 p.m., via Zoom.**

1. Discussion and approval of internal audit plan for FY 2021. (See Attachment E, Pages 127-128)

Regent Parker reported the Committee discussed the internal audit plan for next year. Justin Kersey of Crawford and Associates attended the meeting and presented their recommendations. They proposed plan has been approved by the RUSO business officers.

**Regent Parker made the motion, seconded by Regent Ford, to approve the internal audit plan for FY 2021.**

**Voting for the motion: Regents Winchester, Dunn, Carpenter, Parker, Reilly, McDermott, Ford, and Fisher**

**Voting against the motion: none**

2. Discussion regarding external audited financial statements.

Regent Parker reported that Jim Hinkle of Hinkle and Associates, our external auditors, also attended the meeting. The RUSO consolidated financial statements were filed with the State Auditor and OMES on October 30, 2020. The auditors are continuing to work on each university's single audit including a new CARES Act reporting requirement and they expect to issue reports in mid-December. The Committee will coordinate an audit exit conference to review all of our financial statements prior to the Board's meeting in January 2021.

**E. SYSTEM ADVANCEMENT COMMITTEE—Chair, Regent Amy Anne Ford**

**Report of the System Advancement Committee, Thursday, November 12, 2020, 4:00 p.m., via Zoom.**

1. RUSO Student Satisfaction, Enrollment, Graduation, and Employment Outcomes Benchmarks Report—Regents Dashboard Work Team (See Attachment F, Pages 129-148)

Regent Ford thanked Dr. South and the rest of the RUSO Dashboard team for their work on this meeting's dashboard report and called upon Dr. South to provide a report.

## **MINUTES FOR NOVEMBER 13, 2020**

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Dr. James South, Southwestern Oklahoma State University, provided a presentation and report of the RUSO dashboard Student Satisfaction, Enrollment, Graduation, and Employment Outcomes via a deep dive into Integrated Postsecondary Education Data System (IPEDS) data, data available from the State Regents website, and independent research.

**Regent Hofmeister joined the meeting at 9:39 a.m.**

**Regent Parker left the meeting at 10:00 a.m.**

2. Discussion and possible action regarding Benchmarks Report.

No action was taken.

3. Discussion and possible action regarding RUSO FY 2021 legislative advocacy.

Regent Ford reported that the Committee welcomes input from everyone about legislative advocacy. The Committee wants to advocate for continued ability to have virtual open meetings, which expires on Sunday, November 15, 2020. The Committee will continue to explore legislative opportunities to increase resources and opportunities for current and future RUSO students to attend and be successful in college. The Committee will also review opportunities for changes in State Regents policies that will be beneficial to RUSO students. The Committee will create an information packet for new legislators to establish RUSO as a resource for them and be proactive providers of information about RUSO in particular and higher education in general. The Committee will continue to promote RUSO's role as an economic engine for the state and RUSO's dominant role in creating the degreed workforce in Oklahoma.

4. Discussion and possible action regarding Higher Education Day 2021.

Regent Ford reported that Higher Education Day plans are still fluid and the Committee will report back as soon as they have more information. There may be a need to create a virtual RUSO Higher Education Day.

5. Discussion and possible action regarding RUSO board retreat meeting.

Regent Ford reported that the RUSO Board retreat concept is also fluid, but the Committee thinks it is important to have one and they welcome any thoughts from regents and others.

**VI. PRESIDENTS' COUNCIL REPORT—President Katricia Pierson**

1. Discussion and possible action to authorize CARES Act expenditures and subsequent reporting to the Board.

President Pierson reported that the request for additional CARES Act funding from the Governor's office must be requested by the universities by December 1, 2020 and must be spent by December 31, 2020. President Pierson reported that some issues they are facing with the use of these additional funds is if the vendor they are using has enough quantity of what they need and if they can meet the December 31, 2020 deadline.

Regent Winchester inquired what the presidents would like to use the funds for. President Pierson reported that information technology and COVID-19 deep cleaning are the priorities. President Pierson then made the request for authorization of CARES Act expenditures with the requirement of subsequent reporting to the Board.

**Regent Ford made the motion, seconded by Regent Hofmeister, to authorize presidents to make CARES Act expenditures with subsequent reporting to the Board.**

**Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, Ford, Fisher, and Hofmeister**

**Voting against the motion: none**

President Pierson reported that the Oklahoma State Regents for Higher Education (OSRHE) at their last meeting have engaged the Huron Consulting Group for a two-year viability study of Oklahoma universities. The universities will be grouped into cohorts of five. Details of the cohort groupings have not been determined, but they may be grouped by geographic location or program sharing. More details will be forthcoming and shared with the Regents.

President Pierson reported that OSRHE will begin a pilot project where universities will waive the ACT entry requirement that will start in Fall of 2021. Institutional researchers will be required to do extensive work for student tracking.

President Pierson reported that the number of Academic Scholars Scholarships for each university has been reduced. These scholarships are dedicated for students who achieve an ACT score of 30 or above. The University of Central Oklahoma which receives 15 of these scholarships will receive 10 scholarships. The rest of the RUSO universities have been receiving 10 of these scholarships each and that number has now been reduced to 5 scholarships each.

President Pierson also reported that the number of regional baccalaureate scholarships for institutions has been reduced. These are \$3,000 scholarships per student. There are usually 12 of these scholarships and it has been reduced to 10 scholarships.

President Pierson reported that the Presidents' Council has raised concerns about a number of issues that will have an effect on the RUSO institutions including the state's economic situation, student recruitment, and spring enrollment. The reduction in scholarships indicates the state economic outlook is not good. Recruitment is a major concern because the universities can't appear at high schools like they normally do because of the pandemic. They have tried virtual recruiting events with some success. There is uncertainty about how recruitment is going to turn out. Spring enrollment is a concern because students and some families who are struggling with unemployment are catching up with enrollment. Students are having to stop their education until they can come up with funds to continue their education.

Regent Winchester inquired about what the Regents can do to help mitigate these concerns. President Pierson said the Regents' assistance and calls to maintain current funding levels would be a great amount of help.

## **VII. PRESIDENTS' RECOMMENDATIONS**

### **A. SOUTHWESTERN OKLAHOMA STATE UNIVERSITY**

(See attachment G, pages 149-150)

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

**Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, Ford, Fisher, and Hofmeister**

**Voting against the motion: none**

President Beutler reported that SWOSU has completed their Higher Learning Commission reaccreditation process and SWOSU is proud to report that in the draft report SWOSU earned full reaccreditation without any areas of concern.

President Beutler reported that SWOSU has an annual event called SWOSU Saturday where parents and potential students can come and tour the campus as well as check out the different programs the university has to offer. Due to the pandemic, the admissions team pivoted to a virtual event. President Beutler thanked the admissions team for their hard work and assistance in going virtual for this event.

President Beutler reported that SWOSU had a program celebrating first-generation college students on their campus. President Beutler noted that 40% of SWOSU students are first-generation college students.

President Beutler reported that SWOSU has an annual tradition of serving a free pancake breakfast for students on the Sunday night before final exams, but due to the pandemic they had to make some changes. SWOSU will now do to-go breakfast burritos for students.

President Beutler reported that SWOSU experienced a spike in the number of COVID-19 cases over the past week with a few clusters from off-campus Halloween parties and also partly due to the ice storm. There were 21 new cases and SWOSU currently has 30 active cases.

President Beutler reported that SWOSU will be fully virtual after Thanksgiving Break.

**B. SOUTHEASTERN OKLAHOMA STATE UNIVERSITY**

(See attachment H, pages 151-152)

**Regent Fisher made the motion, seconded by Regent Ford, to approve the President's Recommendations for Southeastern Oklahoma State University as presented by President Thomas Newsom.**

**Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, Ford, Fisher, and Hofmeister**

**Voting against the motion: none**



## **MINUTES FOR NOVEMBER 13, 2020**

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President Newsom reported that SE classes will be going fully virtual after the Thanksgiving Break. The campus will remain open for staff and they will be on campus until December 23, 2020.

President Newsom reported that SE is working hard to continue annual traditions despite COVID-19. President Newsom reported that the team at SE has been very creative in their plans to safely continue these traditions. For SE's Annual Holiday Follies event, the team set up a drive-in theater style event where they used a local radio station for audio.

President Newsom reported that SE safely held a theatrical performance of Shakespeare's Twelfth Night in the SE amphitheater. This is the first time in 36 years the amphitheater was used for such an event.

President Newsom reported that SE is currently in the middle of the "Welcome Home" homecoming festivities which have been virtual due to the pandemic. This year SE is featuring videos from students, faculty, staff, and alumni. These are featured on the SE website and their Facebook page. There has been great participation from students, faculty, staff, and alumni.

President Newsom reported that SE is starting a new holiday tradition on campus called the holiday loop of lights. SE has asked departments and student organizations to make a yard ornament for the campus loop which will be lit up with holiday lights to showcase them and SE will invite the community to come and drive through the campus and enjoy the lights.

President Newsom reported that a couple of soft openings for the Semple Family Museum of Native American Art for faculty and staff and will occur at the first of the year.

President Newsom reported 600 students have applied for graduation which is twice as many as ever before. This graduating class represents 35 states, 13 countries, and 55% first-generation students.

President Newsom reported that the SE COVID-19 task force has been re-engaged for the spring return to campus plan which will be unveiled this week with updated recommendations stemming from lessons learned from the fall process.

President Newsom reported that there are 26 active COVID-19 cases at SE. None of those who are positive are isolated on campus.

Regent Winchester congratulated SE on being a test site for the COVID-19 vaccine. President Newsom reported that this has been a great collaboration with county health officials and are currently working through logistics. If everything goes as planned, SE will more than likely be a holding site for the COVID-19 vaccine.

**C. NORTHWESTERN OKLAHOMA STATE UNIVERSITY**

(See attachment I, Pages 153-158)

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

**Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, Ford, Fisher, and Hofmeister**

**Voting against the motion: none**

President Cunningham reported that NWOSU is experiencing a spike in COVID-19 cases due to Halloween events.

President Cunningham reported that NWOSU is being creative in their events on campus. The Theatre department held a socially distanced performance with transparent masks. There was also a jazz ensemble that was held outside at the courthouse square. Masks were required and compliance was good. It was a well-attended event.

President Cunningham reported NWOSU has 17 new COVID-19 cases and she expects the spike to drop off in the next week and new cases to be considerably slowed down.

President Cunningham reported that NWOSU will be returning to campus after Thanksgiving Break.

**D. NORTHEASTERN STATE UNIVERSITY**

(See attachment J, pages 159-162)

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

**Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, Ford, Fisher, and Hofmeister**

## **MINUTES FOR NOVEMBER 13, 2020**

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### **Voting against the motion: none**

President Turner reported that the universities are in week 13 of semester and thanked students, employees, and frontline workers for their hard work during the semester.

President Turner reported that NSU held an outdoor Veteran's Day Program that was well attended. The Tahlequah Community Foundation was present as they have provided the lead gift of \$25,000 for the NSU Veteran's Plaza Monument. The monument is a circle that is 33 feet across, with eight pillars for the 8 big donors, a RUSO Board Plaque, and a monument in the middle titled "NSU Veterans: Serving and Communicating Through the Decades". Within the next two weeks, NSU will see a life size clay model and within 90 days a bronze model will be made. All are invited to attend the dedication ceremony which will occur at 11:00 a.m. on November 11, 2021.

President Turner reported that in April 2020 the Board approved a new concept and building for the College of Optometry. Last week NSU made a public presentation to the Oklahoma Association of Optometric Physicians to announce fundraising efforts. The building is currently 40,000 square feet and by the end of the project will be 101,000 square feet. The construction costs total \$26,000,000 and with site work is expected to be \$33,000,000. There is an external advisory group to help identify other funding sources.

President Turner reported that next Thursday, November 19, 2020, NSU will open bids to finish Phase III of the Wilson Hall renovation. This \$17 million project will be completed with no debt.

President Turner reported that last week NSU had 19 students and three employees who have COVID-19. The average for the last several weeks has been 10 students and three employees across all three campuses. The spike was attributed to a wedding and funeral. Muskogee has voted down a mask mandate many times and Broken Arrow has not considered a mask mandate.

President Turner reported that NSU will return to campus after Thanksgiving Break unless something drastic happens and NSU is prepared to pivot if necessary.

**E. EAST CENTRAL UNIVERSITY**

(See attachment K, Pages 163-164)

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

**Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, Ford, Fisher, and Hofmeister**

**Voting against the motion: none**

President Pierson reported that on November 9, 2020, ECU hosted an outdoor, mask and social distance required, event for their first-generation students. It was well attended by both students and alumni.

President Pierson reported that seven ECU students participated in an international entrepreneurial competition and competed against 151 universities from across the world including Duke, Rice, Stanford, and MIT. The seven students placed in the competition, the largest number of students from one university to do so. Four students made it to the finals but did not place. The students learned so much. The winners had actual businesses or working prototypes. The ECU students were still in the idea phase.

President Pierson reported that two ECU students are working with students at other public universities across the nation on a virtual speaker series that brings in speakers they normally wouldn't have access to. Leon Panetta was the first speaker in the series and the students are working to schedule one event every month. The students are working to secure Bryan Stevenson, attorney and author of Just Mercy for the month of February. This has been an affordable opportunity for participating universities.

President Pierson reported that Dr. Christine Pappas, Professor and Department Chair of the Politics, Law, and Society at ECU was honored by the Oklahoma Bar Association with Outstanding Service to Public Award. ECU is very proud of Dr. Pappas.

President Pierson ended her report by highlighting some ECU Alumni. Cedric Bailey from Ardmore was inducted to the Radio Broadcasting Hall of Fame. Sara Murphy Bondurant who is an attorney in Oklahoma City was an honoree for The Journal Record's 50 Making a Difference program. Steve Denson from Wapanucka who is the Assistant Dean of Diversity at Southern Methodist University in Texas is the recipient of the Award for Positive Social Change in Dallas. Tommie Johnson, III

## **MINUTES FOR NOVEMBER 13, 2020**

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who is a 2011 ECU Alumnus is the new Oklahoma County Sheriff. ECU is thrilled to see their alumni be recognized for their accomplishments.

### **F. UNIVERSITY OF CENTRAL OKLAHOMA**

(See attachment L, pages 165-170)

**Regent Ford made the motion, seconded by Regent Fisher, to approve the President's Recommendations for University of Central Oklahoma as presented by President Patti Neuhold-Ravikumar.**

**Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, Ford, Fisher, and Hofmeister**

**Voting against the motion: none**

President Neuhold-Ravikumar reported that campus was shut down for four and a half days because they were without power due to the ice storm. There was also a spike in COVID-19 cases following the ice storm.

President Neuhold-Ravikumar reported that there was considerable damage to the trees on campus. Some trees recovered and UCO will be pruning the trees over the next few months.

President Neuhold-Ravikumar reported UCO classes will be going virtual after Thanksgiving, but the campus will remain open for those who need it. Residence halls will remain open.

President Neuhold-Ravikumar reported that through intense contract tracing that there is no virus transmission occurring in classrooms. There is less than 1% transmission among faculty and staff. The protocols are working. The UCO seven-day moving average is seven but is declining after the spike.

President Neuhold-Ravikumar reported that UCO's provost search is underway and is happy to report that there is a robust pool of applicants and are scheduling interviews now. UCO is hoping to identify their choice by the end of December.

President Neuhold-Ravikumar reported that career website Zippia has named UCO as the top public institution in Oklahoma for job-seeking graduates as part of its Best Public Colleges in Each State for Getting a Job in 2020 list. UCO graduates have an 88% placement rate which makes them number one in Oklahoma for post-graduate employment placement.

**VIII. EXECUTIVE DIRECTOR'S REPORT – Sheridan McCaffree**

Ms. McCaffree reported that Priya sent the FY 2020 4<sup>th</sup> Quarter and FY 2021 Quarterly Reports to the Regents earlier this week and has been helping to compile the weekly COVID-19 reports submitted by the universities.

Ms. McCaffree provided an analytics report for the RUSO newsletter that was sent out in October. The report indicated the newsletter has a good open rate that is triple the industry average, but that the click rates are down.

Ms. McCaffree reported that the RUSO General Counsel, Debra Lyon is meeting regularly with student affairs officers and human resources cohorts on their annual expressive speech reports.

Ms. McCaffree reported that open enrollment for health benefits OKHEEI member institutions and their retirees are coming to a close.

**IX. REGENTS' COMMENTS AND ANNOUNCEMENTS**

**X. NEW BUSINESS**

**XI. EXECUTIVE SESSION**

**A. Pursuant to 25 O.S. Section 307 (B) (1) to discuss the following**

1. Discussion and possible action regarding the employment of the President of the University of Central Oklahoma.

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

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

**Regent Fisher made the motion, seconded by Regent Ford, to convene into executive session.**

**Voting for the motion: Regents Winchester, Dunn, Carpenter, Reilly, McDermott, Ford, Fisher, and Hofmeister**

**Voting against the motion: none**

## MINUTES FOR NOVEMBER 13, 2020

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The Board convened in Executive Session at 10:58 a.m.

Chair Winchester declared a break at 10:58 a.m.

The break ended at 11:10 a.m. and Executive Session resumed.

Regent Hofmeister left the meeting at 11:24 a.m.

Regent Dunn left the meeting at 12:00 p.m.

The Board reconvened in public session at 12:25 p.m.

### XII. RECONVENE IN PUBLIC SESSION

- A. Consideration and possible action to implement matters discussed in Executive Session.

No action was taken.

### XIII. ADJOURNMENT


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


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

Voting against the motion: none

Meeting adjourned at 12:27 p.m.

Submitted by:

  
Susan Winchester  
Chair

  
Jane McDermott  
Secretary

Minutes approved by the Regional University System of Oklahoma this 29th day of January 2021.

The next regular meeting of the Regional University System of Oklahoma is scheduled for 9:00 a.m., Friday, February 26, 2021.





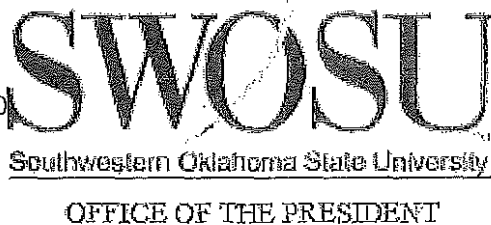
## ATTACHMENTS TO MINUTES

November 13, 2020

### Attachment

A.	Educational Excellence Committee.....	41-46
	* Educational Excellence Committee attachments for this meeting have been abbreviated to save paper and space. The complete submissions, which include the required Oklahoma State Regents for Higher Education form documents and other supporting documents for all matters involving changes in a course or courses of study or institution of new degree programs, were provided to the Chair of the Educational Excellence Committee Regent Eric Fisher prior to the meeting. This documentation is available in the RUSO Administrative Office in Oklahoma City.	
B.	Facilities Stewardship Committee.....	47-50
C.	Personnel Committee.....	51-102
D.	Policy and Procedures Committee.....	103-126
E.	Audit and Finance Committee.....	127-128
F.	System Advancement Committee.....	129-148
G.	Southwestern Oklahoma State University.....	149-150
H.	Southeastern Oklahoma State University.....	151-152
I.	Northwestern Oklahoma State University.....	153-158
J.	Northeastern State University.....	159-162
K.	East Central University.....	163-164
L.	University of Central Oklahoma.....	165-170





TO: Board of Regents of the  
Regional University System of Oklahoma  
Susan Winchester, Chair

FROM: Randy L. Beutler, President

DATE: November 03, 2020

SUBJECT: Educational Excellence Committee Agenda Items – November 12, 2020

Please place Southwestern Oklahoma State University on the Educational Excellence Committee agenda for the November 12, 2020, Board of Regents of the Regional University System of Oklahoma meeting regarding the following items:

- Program Modification requests for the following programs:
  1. AAS Radiologic Technology (122) – to add rigor to better prepare students for licensure exams

Documents for this request is attached. If you need additional information regarding these items, please let me know.

Attachments



November 2, 2020

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

RE: Educational Excellence Committee

Dear Board Members:

We are seeking approval for the following program modification.

**Embedded Management-Graduate Certificate (113)** – change arrangement of courses to match the current MBA Management concentration. No new courses. Total hours will change from 18 to 12 hours.

Please contact me if you have any questions or need additional information.

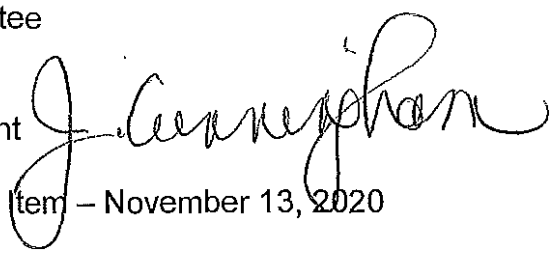
Sincerely,

Thomas W. Newsom  
President

**OFFICE OF THE PRESIDENT**

**Date:** November 3, 2020

**To:** Regional University System of Oklahoma  
Educational Excellence Committee  
Eric Fisher, Chair

**From:** Dr. Janet Cunningham, President 

**Re:** Educational Excellence Agenda Item – November 13, 2020

Please place Northwestern Oklahoma State University on the Educational Excellence Committee Agenda for the November 13, 2020, meeting of the Regional University System of Oklahoma Board of Regents. We request approval of the following items:

**Program Modification, Program Requirement Change – MS, General Psychology (079)**

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

JC:md

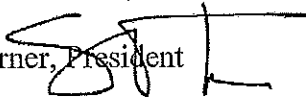
Attachment (1)



NORTHEASTERN STATE UNIVERSITY  
OFFICE *of the* PRESIDENT

DATE: November 3, 2020

TO: Regent Eric Fisher, Chair  
Educational Excellence Committee  
Regional University System of Oklahoma

FROM: Steve Turner, President 

SUBJECT: Educational Excellence Committee Agenda Items

The following proposals for a new embedded certificate, existing programs through online delivery, and program modifications are submitted to the Educational Excellence Committee:

**New Embedded Certificate**

**Event Management, embedded certificate.** Faculty propose a 15-credit hour certificate that is embedded in the Hospitality and Tourism Management, B.B.A. (093) program. Students have expressed an interest in this certificate, and it supports northeastern Oklahoma and tribal establishments which host conferences, conventions, and other large events.

**Existing Program Online Delivery**

**Geography and Sustainability Studies, (036).** Faculty propose offering the program online and anticipate increased enrollment and growth in the number of graduates. An analysis of current students and their addresses suggests this delivery method will facilitate their completion of the program. In addition, recent market research reveals more than 7800 "interest in major" inquiries within a 250-mile radius of NSU, and similar programs at peer institutions in other states have seen high enrollments. The letter of intent was sent to OSRHE October 26, 2020.

**Information Systems, B.B.A. (123).** Faculty propose offering this program online to provide flexibility for students. Oklahoma labor data suggests positive growth in information system positions over the next five years, and Computer and Information Systems Managers are among the Oklahoma Works top critical occupations for 2020-2022.

**Technology, B.T. (133).** The Bachelor of Technology degree serves students who have an applied science degree or documented training and/or verifiable skills in an exclusive vocational/technical area, full-time military experience, or business/industrial training and who desire a bachelor's degree. Offering the program online would support both students and area employers.

**Program Modifications - Substantive**

**Geography and Sustainability Studies, B.A. (036).** Faculty propose adjusting the *Techniques in Geography* category to include courses in cartography, geospatial technologies, GIS automation and scripting and GIS applications. This provides more course selections for students who may need online courses in this category to meet degree requirements.

**Music, B.A. (060).** Faculty propose updating the Jazz Studies option with a new name, Jazz Studies and Commercial Music and modified curriculum to make it more applicable to the contemporary music industry. The curriculum will include more content related to music technology and industry requirements with ten (10) new courses to support the revised curriculum. The Music, B.A. program is accredited by the National Association of Schools of Music (NASM).

**Speech Language Pathology, B.S. (087).** Faculty propose changes to the program's curriculum and degree program requirements. These include updating program prerequisites, adding a new required course, SLP 4263 Aphasia, and updating the curriculum structure. Degree requirement changes include adding a 25-clock hour Guided Observation degree requirement and adjusting the graduation GPA from 3.25 to 3.0. All changes align with recently revised American Speech-Language-Hearing Association (ASHA) certification standards and accreditation standards.

**Speech-Language Pathology, M.S. (137).** As with the undergraduate program, faculty propose changes to the graduate program based on new standards. These changes will revise admission standards, add a prerequisite course list, revise the SLP leveling course list, revise retention standards, and revise graduation requirements. The curriculum requirements will not change.

**Program Modifications – Non-substantive**

**History, B.A. (042).** Faculty propose reorganizing course selection listings so that they detail which courses can be used in each curriculum category. They will also add a new course, HIST 4813 Public History to US History Advanced Electives category.

**Psychology, B.S. (072).** Faculty propose added two new courses, PSYC 3623 Introduction to Health Psychology and PSYC 4643 Forensic Psychology, to the guided elective list. PSYC 3623 is part of a new, interdisciplinary minor, and PSYC 4643 has been offered as a popular variable topic course.

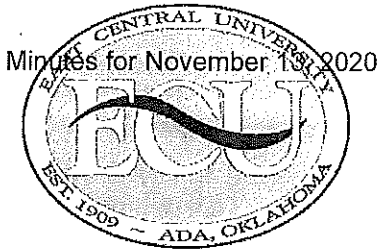
**Social Studies, B.S.Ed. (080).** As with the history degree, faculty propose reorganizing course selection listings so that they detail which courses can be used in each curriculum category. They will also add a new course, HIST 4813 Public History to US History Advanced Electives category.

**Drama, B.A. (182).** Faculty propose adding three courses to the guided elective list. These include to new courses in creative movement and a course in video production.

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

Enclosures

cc: Dr. Debbie Landry, Provost and Vice President for Academic Affairs  
Dr. Pamela Fly, Associate Vice President for Academic Affairs



OFFICE OF THE PRESIDENT Attachment A  
Danley Hall, Suite 204 Page 6 of 6

1100 E. 14<sup>th</sup> Street, PMB P - 8 • Ada, OK 74820 - 6999  
(580) 559 - 5213 office • (580) 559 - 5788 fax • www.ecok.edu

TO: Regional University System of Oklahoma  
Educational Excellence Committee  
Eric Fisher, Chair

FROM: Katricia G. Pierson, President

DATE: October 29, 2020

SUBJECT: Educational Excellence Committee Agenda Items

Dear Regent Fisher:

Please place East Central University on the Educational Excellence Committee agenda for the November 19, 2020 meeting of the Regional University System of Oklahoma Board of Regents for the following items:

- Option addition and program requirement change:
  - Biology (004)
- Option deletion:
  - Business Administration: Management Information Systems (007)
- New program:
  - Information Technology Management (061)

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

Sincerely,

Katricia G. Pierson, Ph.D.  
President





November 3, 2020

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

RE: November Facilities Stewardship Committee

Dear Regent Reilly:

Please place Southeastern Oklahoma State University on the Facilities Stewardship Committee Agenda for November 2020 for the following item:

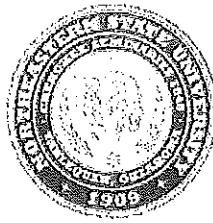
***Construction & Renovation***

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

Project Name: Chickasaw and Choctaw Residence Hall Roofing Project  
Project Description: Remove about 13,000 square feet of roof and replace with thermoplastic polyolefin (TPO) roofing. The current roof is original to the building built in 1969.  
Project Number(s): 660-0558  
Amount: \$125,000 Estimated  
Source of Funds: Auxiliary & E&G Deferred Maintenance  
Vendor: To Be Determined

Sincerely,


Thomas W. Newsom  
President



**NORTHEASTERN STATE UNIVERSITY**  
*OFFICE of the PRESIDENT*

**DATE:** November 3, 2020

**TO:** Connie Reilly, Facilities Stewardship Committee Chair  
Regional University System of Oklahoma

**FROM:** Dr. Steve Turner, President 

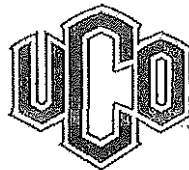
**SUBJECT:** Facilities Stewardship Committee Agenda Items–November 2020

**1. Project #485-0073 - Greenhouse Renovation**

- a. Project Description: Request permission to design, bid and award to the lowest responsible bidder, renovations to the greenhouses and associated building to include translucent panel, HVAC, electrical and irrigation systems. Project will also include new roof, renovated classroom, and restroom spaces.
- b. Requested Funding Approval: \$200,000
- c. Budget Breakdown: Renovation/Repairs
- d. Revenue Source(s): \$80,000 - 600 Fund and \$120,000 – Science Facility & Equipment Fee

**2. Project #485-0074 - Business and Technology Building Elevator Renovation**

- a. Project Description: Request permission to design, bid and award to the lowest responsible bidder, renovation of the elevator cab and controls systems.
- b. Requested Funding Approval: \$300,000
- c. Budget Breakdown: Renovation/Repairs
- d. Revenue Source(s): 600 Fund



UNIVERSITY OF  
**Central Oklahoma**

Date: November 13, 2020  
To: Board of Regents of the Regional University System of Oklahoma  
Facilities Stewardship Committee Chair, Connie Reilly  
From: President Patti Neuhold-Ravikumar

University of Central Oklahoma

November 2020 Facilities Stewardship Committee

1. Approval Items:

**a. Project # 120-0027 Major Repairs and Deferred Maintenance (Math & Computer Science Generator Replacement)**

Project Description: Request approval to fund and award contract to RP Power LLC, in an amount not to exceed \$175,000, for replacement of emergency generator. The purchase would be made through an approved cooperative contract. This is the third year of a five year maintenance plan to proactively upgrade all older generators on campus.

Requested Funding Approval: \$175,000

Budget Breakdown: \$175,000 for equipment and installation

Congruent with Facility Master Plan or Strategic Plan?: Yes

Revenue Sources: Section 13 Offset Funds

2. Information Items:

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

Project Description: Awarded to Lippert Bros. Construction Services, Inc. the Thatcher Hall Masonry repair for a total amount of \$26,175.

Fund Source: Section 13 Offset Funds

Attachment:

Campus Map

Project # 120-0027  
Major Repairs and Deferred Maintenance (Math  
& Computer Science Generator Replacement)  
1. a.



UCO at Santa Fe Plaza  
101 North E.K. Gaylord, Ste. 1  
Downtown Oklahoma City

CHK|Central Boathouse  
732 Riversport Dr.,  
Oklahoma River Boathouse District,  
Downtown Oklahoma City

Minutes for November 13, 2020  
**McAfee & Taft**  
A PROFESSIONAL CORPORATION

10TH FLOOR • TWO LEADERSHIP SQUARE  
211 NORTH ROBINSON • OKLAHOMA CITY, OK 73102-7103  
(405) 235-9621 • FAX (405) 235-0439  
www.mcafeetaft.com

Attachment C

Page 1 of 5  
**John A. Papahronis**  
ATTORNEY AT LAW

WRITER DIRECT  
(405) 552-2231  
FAX (405) 228-7431  
john.papahronis@mcafeetaft.com

November \_\_, 2020

**VIA PAY.GOV ONLINE SUBMISSION**

Internal Revenue Service  
P.O. Box 12192  
Covington, KY 41012-0192

Re: VCP Request for 403(b) Plan of the Regional  
University System of Oklahoma (the "Plan")

Ladies and Gentlemen:

Enclosed is a Voluntary Correction Program submission for the above-referenced Plan,  
which includes:

1. Signed Penalty of Perjury Statement;
2. Signed Form 2848;
3. Form 14568 – Model VCP Submission Compliance Statement;
4. Form 14568-B – Schedule 2: Other Nonamender Failures and Failure to Adopt a  
403(b) Plan Timely

Please let me know if you have any questions.

Sincerely,

John A. Papahronis

JAP/clc  
Enclosures

cc: Sheridan McCaffree

Minutes for November 13, 2020

Attachment C  
Page 2 of 51

### **PENALTY OF PERJURY STATEMENT**

**Plan: 403(b) Plan of the Regional University System of Oklahoma**  
**Plan No.: 001**  
**EIN: 47-5252923**

Under penalties of perjury, I declare that I have examined this submission, including accompanying documents, and, to the best of my knowledge and belief, the facts presented in support of this submission are true, correct, and complete.

DocuSigned by:  
By: Regent Susan Winchester  
178C1810CB0C442...  
Name: Susan Winchester  
Title: RUSO Board Chair  
Date: 12/4/2020

Minutes for November 13, 2020

Attachment C

Form **2848**  
(Rev. January 2018)  
Department of the Treasury  
Internal Revenue Service

# Power of Attorney and Declaration of Representative

► Go to [www.irs.gov/Form2848](http://www.irs.gov/Form2848) for instructions and the latest information.

Page 3 of 51

For IRS Use Only

Received by:

Name

Telephone

Function

Date / /

**Part I** Power of Attorney

**Caution:** A separate Form 2848 must be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.

**1** Taxpayer information. Taxpayer must sign and date this form on page 2, line 7.

Taxpayer name and address

Regional University System of Oklahoma  
3550 NW 58th Street, Suite 320  
Oklahoma City, OK 73112

Taxpayer identification number(s)

47-5252923

Daytime telephone number

405-949-8817

Plan number (if applicable)

001

hereby appoints the following representative(s) as attorney(s)-in-fact:

**2** Representative(s) must sign and date this form on page 2, Part II.

Name and address

John A. Papahronis, Esq., McAfee & Taft A Professional Corporation  
211 N. Robinson, Two Leadership Square, 10th Floor  
Oklahoma City, OK 73102

Check if to be sent copies of notices and communications ☒

CAF No. 7805-62791R

PTIN

Telephone No. (405) 235-9621

Fax No. (405) 235-0439

Check if new: Address ☐ Telephone No. ☐ Fax No. ☐

Name and address

Lake Moore, Esq., McAfee & Taft A Professional Corporation  
211 N. Robinson, Two Leadership Square, 10th Floor  
Oklahoma City, OK 73102

Check if to be sent copies of notices and communications ☐

CAF No. 0313-63712R

PTIN

Telephone No. 405-270-6068

Fax No. 405-270-7268

Check if new: Address ☐ Telephone No. ☐ Fax No. ☐

Name and address

CAF No.

PTIN

Telephone No.

Fax No.

(Note: IRS sends notices and communications to only two representatives.)

Check if new: Address ☐ Telephone No. ☐ Fax No. ☐

Name and address

CAF No.

PTIN

Telephone No.

Fax No.

(Note: IRS sends notices and communications to only two representatives.)

Check if new: Address ☐ Telephone No. ☐ Fax No. ☐

to represent the taxpayer before the Internal Revenue Service and perform the following acts:

- 3** Acts authorized (you are required to complete this line 3). With the exception of the acts described in line 5b, I authorize my representative(s) to receive and inspect my confidential tax information and to perform acts that I can perform with respect to the tax matters described below. For example, my representative(s) shall have the authority to sign any agreements, consents, or similar documents (see instructions for line 5a for authorizing a representative to sign a return).

Description of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Whistleblower, Practitioner Discipline, PLR, FOIA, Civil Penalty, Sec. 5000A Shared Responsibility Payment, Sec. 4980H Shared Responsibility Payment, etc.) (see instructions)

Tax Form Number  
(1040, 941, 720, etc.) (if applicable)

Year(s) or Period(s) (if applicable)  
(see instructions)

Voluntary Correction Program Submission per Rev. Proc. 2019-19

14568, 8950

- 4** Specific use not recorded on Centralized Authorization File (CAF). If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for Line 4. Specific Use Not Recorded on CAF ☐

- 5a** Additional acts authorized. In addition to the acts listed on line 3 above, I authorize my representative(s) to perform the following acts (see instructions for line 5a for more information): ☐ Access my IRS records via an Intermediate Service Provider;

☐ Authorize disclosure to third parties; ☐ Substitute or add representative(s); ☐ Sign a return;

☐ Other acts authorized:

## Minutes for November 13, 2020

Attachment C

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Form 2848 (Rev. 1-2018)

- b Specific acts not authorized.** My representative(s) is (are) not authorized to endorse or otherwise negotiate any check (including directing or accepting payment by any means, electronic or otherwise, into an account owned or controlled by the representative(s) or any firm or other entity with whom the representative(s) is (are) associated) issued by the government in respect of a federal tax liability.

List any other specific deletions to the acts otherwise authorized in this power of attorney (see instructions for line 5b): \_\_\_\_\_

- 6 Retention/revocation of prior power(s) of attorney.** The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here ☐ **YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.**

- 7 Signature of taxpayer.** If a tax matter concerns a year in which a joint return was filed, each spouse must file a separate power of attorney even if they are appointing the same representative(s). If signed by a corporate officer, partner, guardian, tax matters partner, partnership representative, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the legal authority to execute this form on behalf of the taxpayer.

**▶ IF NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THIS POWER OF ATTORNEY TO THE TAXPAYER.**

DocuSigned by:

Regent Susan Winchester

12/4/2020

RUSO Board Chair

178C1816C86C412...

Signature

Date

Title (if applicable)

Susan Winchester

Regional University System Oklahoma

Print Name

Print name of taxpayer from line 1 if other than individual

**Part II Declaration of Representative**

Under penalties of perjury, by my signature below I declare that:

- I am not currently suspended or disbarred from practice, or ineligible for practice, before the Internal Revenue Service;
- I am subject to regulations contained in Circular 230 (31 CFR, Subtitle A, Part 10), as amended, governing practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- I am one of the following:
  - a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
  - b Certified Public Accountant—a holder of an active license to practice as a certified public accountant in the jurisdiction shown below.
  - c Enrolled Agent—enrolled as an agent by the Internal Revenue Service per the requirements of Circular 230.
  - d Officer—a bona fide officer of the taxpayer organization.
  - e Full-Time Employee—a full-time employee of the taxpayer.
  - f Family Member—a member of the taxpayer's immediate family (spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
  - g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).
  - h Unenrolled Return Preparer—Authority to practice before the IRS is limited. An unenrolled return preparer may represent, provided the preparer (1) prepared and signed the return or claim for refund (or prepared if there is no signature space on the form); (2) was eligible to sign the return or claim for refund; (3) has a valid PTIN; and (4) possesses the required Annual Filing Season Program Record of Completion(s). **See Special Rules and Requirements for Unenrolled Return Preparers in the instructions for additional information.**
  - k Qualifying Student—receives permission to represent taxpayers before the IRS by virtue of his/her status as a law, business, or accounting student working in an LITC or STCP. See instructions for Part II for additional information and requirements.
  - r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

**▶ IF THIS DECLARATION OF REPRESENTATIVE IS NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THE POWER OF ATTORNEY. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN PART I, LINE 2.**

**Note:** For designations d-f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column.

Designation— Insert above letter (a-r).	Licensing jurisdiction (State) or other licensing authority (if applicable).	Bar, license, certification, registration, or enrollment number (if applicable).	Signature	Date
a	OK	10430		
a	OK	33570		

Form 2848 (Rev. 1-2018)



Minutes for November 13, 2020

Attachment C

Form **14568**  
(November 2019)

Department of the Treasury - Internal Revenue Service

**Model VCP Compliance Statement**

Page 5 of 51

OMB Number  
1545-1673

Include the plan name, Applicant's EIN and plan number on each page of the compliance statement, including attachments

**Section I - Identifying Information**

1. Applicant's name

Regional University System of Oklahoma

2. Applicant's EIN (*do not use SSN*)

47-5252923

3. Plan number

001

4. Plan name

403(b) Plan of the Regional University System of Oklahoma

**Section II - Applicant's Description of Failures**

Attach additional pages, as needed. Label the attachment "Section II. Applicant's Description of Failures." List and number each failure separately. If using the Form 14568 Schedules, specify the Schedules that are included and attach them to this compliance statement.

See attached

**Section III - Applicant's Description of the Proposed Method of Correction**

Attach additional pages, as needed. Label the attachment "Section III. Applicant's Description of the Proposed Method of Correction." Describe the correction method for each failure listed in Section II. If using the Form 14568 Schedules, specify the Schedules that are included and attach them to this compliance statement.

**Section IV - Applicant's Proposed Procedures to Locate and Notify Former Employees or Beneficiaries**

Attach additional pages, as needed. Label the attachment "Section IV. Applicant's Proposed Procedures to Locate and Notify Former Employees or Beneficiaries." Describe the methods that will be used to locate and notify former employees and beneficiaries, or provide an affirmative statement that no former employees or beneficiaries were affected by each failure listed in Section II or will be affected by the correction methods described in Section III.

**Section V - Applicant's Proposed Revision to Administrative Procedures**

Attach additional pages, as needed. Label the attachment "Section V. Applicant's Proposed Revision to Administrative Procedures." Include an explanation of how and why the failures arose and a description of the measures implemented (or will be implemented) to ensure that the same failures do not occur in the future. If using the Form 14568 Schedules, specify the Schedules that are included and attach them to this compliance statement.

**Section VI - Requests Related to Excise Taxes, Additional Tax and Tax Reporting**

☐ The Applicant requests that the Internal Revenue Service (IRS) not pursue the following taxes under the Internal Revenue Code (IRC) (attach supporting rationale)

☐ Excise tax under IRC Section 4972 with respect to failures number \_\_\_\_\_

☐ Excise tax under IRC Section 4973 with respect to failures number \_\_\_\_\_

☐ Excise tax under IRC Section 4974 with respect to failures number \_\_\_\_\_

☐ Excise tax under IRC Section 4979 with respect to failures number \_\_\_\_\_

☐ Imposition of additional tax under IRC Section 72(t) with respect to failures number \_\_\_\_\_

Minutes for November 13, 2020

Attachment C Page 2  
Page 6 of 51

Applicant's EIN (do not use SSN) 47-5252923	Plan number 001
Plan name 403(b) Plan of the Regional University System of Oklahoma	

- ☐ The Applicant requests that the IRS grant the following for plan loan failures that did not comply with IRC Section 72(p)
- ☐ With respect to all loans described in this compliance statement, that a deemed distribution corrected pursuant to this VCP submission not be required to be reported on Form 1099-R and that repayments made by the correction not result in the affected participant having additional basis in the plan for purposes of determining the tax treatment of subsequent distributions from the plan.
  - ☐ With respect to all loans described in this compliance statement, that a deemed distribution be reported on Form 1099-R with respect to affected participants for the year of correction instead of the year of the failure.
  - ☐ For one or more plan loans described in this compliance statement that it be permitted to report the loans as deemed distributions in the year of correction instead of the year of the failure. For other affected plan loans, the plan sponsor requests relief from reporting them as deemed distributions. Attach additional narrative details that explain why the relief should be granted and which specific loans will be receiving what type of special relief.

### Section VII - Enforcement Resolution (to be completed by IRS only)

The Applicant will neither attempt to nor otherwise amortize, deduct or recover from the IRS any portion of the paid user fee associated with this submission nor receive any federal tax benefit on account of payment of the fee.

The IRS will not pursue the sanction of revoking the tax-favored status of the plan under Sections 401(a), 403(b), 408(k) or 408(p) of the IRC on account of the failures described in this compliance statement. This compliance statement considers only the acceptability of the correction methods including the revisions of administrative procedures described in the compliance statement and does not express an opinion as to the accuracy or acceptability of any calculations or other materials included with or provided at any time during the processing of the VCP submission. The reliance provided by this compliance statement is limited to the specific failures and years specified and does not provide reliance for any other failure or year. In no event may this compliance statement be relied on for the purposes of concluding that the plan or plan sponsor was not a party to an abusive tax avoidance transaction. This compliance statement should not be construed as affecting the rights of any party under any other law, including Title I of the Employee Retirement Income Security Act of 1974.

This compliance statement expresses no opinion as to whether the plan otherwise satisfies the requirements of the IRC and is not a letter ruling or a determination letter within the meaning of Revenue Procedure 2019-1 (updated annually) and Revenue Procedure 2019-4 (updated annually).

This compliance statement is conditioned on (1) there being no misstatement or omission of material facts in connection with the submission and (2) the completion of all corrections described in this compliance statement within 150 days of the date of this compliance statement. For governmental plans within the meaning of IRC Section 414(d), corrective plan amendments required by this compliance statement that fix the operational failures or employer eligibility failure described in this compliance statement, must be adopted by the later of 150 days after the date of this compliance statement or the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after 91 days after the date of this compliance statement.

- ☐ The IRS will treat the failure to adopt interim amendments, as described in this compliance statement as if they had been adopted timely for the purpose of making available the extended remedial amendment period set forth in Rev. Proc. 2007-44 and beginning on January 1, 2017, Rev. Proc. 2016-37, or its successors. However, this compliance statement does not constitute a determination as to whether the plan amendments, as drafted, comply with the applicable changes in qualification requirements.
- ☐ The IRS will treat the failure to timely adopt a written plan, as required under the IRC Section 403(b), Final Treasury Regulations under IRC Section 403(b) and Notice 2009-3, as if it had been adopted timely for the purposes of making available the extended remedial amendment period set forth in Announcement 2009-89, Rev. Proc. 2013-22, Rev. Proc. 2017-18, Rev. Proc. 2019-39, and any future superseding guidance. However, this compliance statement does not constitute a determination as to whether the written plan, as drafted, complies with the applicable requirements associated with IRC Section 403(b) and the Final Treasury Regulations under IRC Section 403(b).

Minutes for November 13, 2020

Attachment Page 3

Applicant's EIN (do not use SSN)

47-5252923

Plan number

001

Page 7 of 51

Plan name

403(b) Plan of the Regional University System of Oklahoma

- ☐ With regard to failure number \_\_\_\_\_ (provided that no modification has been made to either the plan document or adoption agreement of the plan that would otherwise cause the employer to lose reliance on the plan's opinion or advisory letter), the corrective amendment will not cause the plan to lose its status as a Pre-approved Plan and (provided that no modification has been made that would otherwise affect the employer's eligibility for the six-year remedial amendment cycle) the employer will be allowed to remain within the six-year remedial amendment cycle described in Rev. Proc. 2016-37 on a continuing basis until the expiration of the next six-year remedial amendment cycle as provided in Section 16.01 of Rev. Proc. 2016-37.
- ☐ The IRS will not pursue the following on account of the qualification failures described in this submission:
- ☐ Excise tax under IRC Section 4972
  - ☐ Excise tax under IRC Section 4973
  - ☐ Excise tax under IRC Section 4974
  - ☐ Excise tax under IRC Section 4979
  - ☐ With respect to the overpayment failures described in this compliance statement that were corrected by removing improper distributions from the IRAs of the affected participants and returning those distributions to the plan, the IRS will not pursue \_\_\_\_\_% of the 10% additional income tax under IRC Section 72(t).
- ☐ With respect to the loan failures described in this compliance statement:
- ☐ For all loans that are corrected by a corrective repayment to the plan or reamortization as described in this compliance statement. The IRS will not require deemed distributions under IRC Section 72(p) to be reported on Form 1099-R with respect to the participants affected by the failures, and repayments made pursuant to the correction of the loans will not result in an affected participant having additional basis in the plan for the purpose of determining the tax treatment of subsequent distributions from the plan to the participants.
  - ☐ For all loans that will be reported as deemed distributions. The IRS will require deemed distributions under IRC Section 72(p) to be reported on Form 1099-R with respect to the participants affected by the failures. However, the plan will be permitted to report deemed distributions on Form 1099-R in the year of correction, instead of the year of the failure.
  - ☐ If the requested relief is not applied consistently to all loans. For loans where relief from issuing Form 1099-R is applicable, all repayments made pursuant to the correction of the loans will not result in an affected participant having additional basis in the plan for the purpose of determining the tax treatment of subsequent distributions from the plan to the participants. For all other loans (or situations where affected participants do not choose to or may not qualify for Form 1099-R relief), the IRS will require deemed distributions under IRC Section 72(p) to be reported on Form 1099-R with respect to the participants affected by the failures. However, the plan will be permitted to report the deemed distributions on Form 1099-R in the year of correction, instead of the year of the failure.

Approved:

\_\_\_\_\_  
 Manager, Employee Plans Voluntary Compliance  
 Tax Exempt and Government Entities Division

Date \_\_\_\_\_

Minutes for November 13, 2020

Attachment C

Page 8 of 51

Form **14568-B**  
(June 2018)

Department of the Treasury - Internal Revenue Service

**Model VCP Compliance Statement - Schedule 2:  
Other Nonamender Failures and Failure to Adopt  
a 403(b) Plan Timely**OMB Number  
1545-1673

Include the plan name, Applicant's EIN and plan number on each page of the compliance statement, including attachments.

Plan name

403(b) Plan for Regional University System of Oklahoma

EIN

47-5252923

Plan number

001

**Section I - Identification of Failures**

**A. Qualified Plans:** The plan identified above was not amended to comply with the applicable provisions of the following legislative and regulatory requirements by the applicable deadlines in accordance with Internal Revenue Code (IRC) Section 401(b) and the regulations thereunder:

- ☐ The Tax Reform Act of 1986 (TRA '86)
- ☐ The Unemployment Compensation Amendments of 1992 (UCA)
- ☐ The Omnibus Budget Reconciliation Act of 1993 (OBRA)
- ☐ GUST (includes the Uruguay Round Agreements Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Small Business Job Protection Act of 1996, the Taxpayer Relief Act of 1997, the Internal Revenue Service Restructuring and Reform Act of 1998 and the Community Renewal Tax Relief Act of 2000)
- ☐ The changes required by the 2004 Cumulative List (Notice 2004-84) for an eligible employer using a pre-approved defined contribution plan who failed to adopt the pre-approved plan by April 30, 2010, as required by Announcement 2008-23.
- ☐ The changes required by the 2005 Cumulative List (Notice 2005-101) for Cycle A individually designed plans.
- ☐ The changes required by the 2006 Cumulative List (Notice 2007-3) for Cycle B individually designed plans, and any eligible employer using a pre-approved defined benefit plan who failed to adopt the pre-approved plan by April 30, 2012, as required by Announcement 2010-20).
- ☐ The changes required by the 2007 Cumulative List (Notice 2007-94) for Cycle C individually designed plans.
- ☐ The changes required by the 2008 Cumulative List (Notice 2008-108) for Cycle D individually designed plans.
- ☐ The changes required by the 2009 Cumulative List (Notice 2009-98) for Cycle E individually designed plans.
- ☐ The changes required by the 2010 Cumulative List (Notice 2010-90) for Cycle A individually designed plans and any eligible employer using a pre-approved defined contribution plan who failed to adopt the pre-approved plan by April 30, 2016, as required by Announcement 2014-16).
- ☐ The changes required by the 2011 Cumulative List (Notice 2011-97) for Cycle B individually designed plans.
- ☐ The changes required by the 2012 Cumulative List (Notice 2012-76) for Cycle C individually designed plans.
- ☐ The changes required by the 2013 Cumulative List (Notice 2013-84) for Cycle D individually designed plans.
- ☐ The changes required by the 2014 Cumulative List (Notice 2014-77) for Cycle E individually designed plans.
- ☐ The changes required by the 2015 Cumulative List (Notice 2015-84) for Cycle A individually designed plans.
- ☐ Amendments required as a condition for a favorable determination letter.
- ☐ Other (specify the late amender failure not listed above) (Attach additional pages as needed. Label the attachment "Section 1A of Form 14568-B, Identification of Other Nonamender Failures" and include the plan name, Applicant's EIN and plan number at the top of each page.):

Minutes for November 13, 2020

Attachment C

Plan name

Page 9 of 51

403(b) Plan for Regional University System of Oklahoma

EIN

47-5252923

Plan number

001

**B. 403(b) Plans:**

- ☒ The plan sponsor did not timely adopt a written plan as required by the final IRC Section 403(b) regulations and Notice 2009-3.

**Section II - Description of Proposed Method of Correction**

- ☐ **A. Qualified Plan.** The Applicant (or the plan sponsor) adopted amendments that satisfy the requirements of all the items checked in Section IA of this Form 14568-B, retroactively to the effective dates of the specific provisions contained in the amendments. Copies of the signed and dated amendments and restated plan documents (where applicable) are enclosed with this VCP submission.
- ☒ **B. 403(b) Plan.** Failure to adopt a written plan timely. The Applicant (or the plan sponsor) adopted a written plan retroactive to the later of the effective date of the final 403(b) regulations or the initial effective date of the plan. A copy of the signed and dated 403(b) plan is enclosed with this VCP submission.

**Section III - Change in Administrative Procedures**

The Applicant indicated the plan sponsor has taken (or will take) the following step(s) to ensure that the failure(s) will not recur: The Applicant has retained employee benefits legal counsel to advise Applicant regarding legal compliance matters with respect to the Plan.

**Section IV - Enclosures**

In addition to the applicable items listed on the Procedural Requirements Checklist for Form 8950, the plan sponsor enclosed the following documents, as appropriate, with this VCP submission:

- Copies of all signed and dated amendments used to correct the failures,
- A copy of the plan document in effect prior to any of the amendments used to correct the failures,
- A copy of the most recent determination letter issued with respect to the plan (if applicable),
- For 403(b) plans, a copy of the signed and dated written 403(b) plan.

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**IRS FORM 14568  
MODEL VCP SUBMISSION COMPLIANCE STATEMENT  
ATTACHMENT TO SECTIONS II-V**

**Section II. Applicant's Description of Failures**

Regional University System of Oklahoma (the "Applicant") sponsors the 403(b) Plan of the Regional University System of Oklahoma (the "Plan") for the benefit of its employees.

Failure #1: The original effective date of the Plan was January 1, 1970. It appears that the Plan was not evidenced by a written plan document on or before December 31, 2009, although a plan document was executed on January 22, 2010. Therefore, the Plan did not comply with the written plan requirement of Treas. Reg. Section 1.403(b)-3(b)(3).

Failure #2: During the period beginning January 2008 and ending November 2014, certain participants were covered by a long-term disability policy which was designed to provide 403(b) plan contributions to participants who became disabled. However, the Plan document did not have provisions to permit such contributions.

**Section III. Applicant's Proposed Method of Correction**

Failure #1: The Applicant proposes to retroactively amend and restate the Plan effective January 1, 2009 in order to comply with Treas. Reg. Section 1.403(b)-3(b)(3). A copy of the proposed retroactive amendment and restatement is submitted with this Application as Exhibit A.

Failure #2: The Applicant proposes to retroactively amend and restate the Plan in order to include provisions consistent with the long-term disability insurance policy contributions to the Plan. The proposed retroactive amendment and restatement is submitted with this Application as Exhibit A.

**Section IV. Applicant's Proposed Procedures to Locate and Notify Former Employees or Beneficiaries**

The proposed correction does not require that the Applicant locate or notify former employees or beneficiaries.

**Section V. Applicant's Proposed Revision to Administrative Procedures**

The Applicant has reviewed the Plan document and has become more familiar with its terms in make sure that any future acquisitions will be properly reflected in the Plan document.

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**EXHIBIT A**  
**PROPOSED AMENDED AND RESTATED**  
**403(b) PLAN OF THE REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA**

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**ADOPTION AGREEMENT #002  
GOVERNMENTAL  
403(b) NON-ERISA VOLUME SUBMITTER PLAN**

The undersigned Eligible Employer, by executing this Adoption Agreement, elects to establish a 403(b) plan ("Plan") under the FIS Business Systems LLC Non-ERISA 403(b) Volume Submitter Plan (basic plan document #22). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Volume Submitter Plan provisions. This Adoption Agreement, the basic plan document, any incorporated Investment Arrangement Documentation, and any attached appendices, constitute the Employer's plan document. *All "Election" references within this Adoption Agreement are Adoption Agreement Elections. All "Section" references are basic plan document references. Numbers in parenthesis which follow headings are references to basic plan document sections.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

**ARTICLE 1  
DEFINITIONS**

1. EMPLOYER; PLAN; PLAN ADMINISTRATOR (1.29; 1.52; 1.53). (A Plan amendment is not needed solely to change the information in (a) or (d) below.)

(a) **Employer Information**

Name of Adopting Employer: Regional University System of Oklahoma

Address: 3555 N.W. 58th St., Suite 320

City Oklahoma City State Oklahoma Zip 73112

Telephone: 405-942-8817

EIN: 47-5252923

(b) **Plan Information**

Plan name: 403(b) Plan of the Regional University System of Oklahoma

(c) **Type of entity. (Choose (1) or (2)):**

(1) ☒ **Public School.** See 1.57.

(2) ☐ **Other Governmental employer exempt under Code §501(c)(3).**

(d) **Plan Administrator Information** (If no Plan Administrator is named, the Employer is the Plan Administrator)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: \_\_\_\_\_

2. PERMITTED INVESTMENTS (1.42). The Plan permits Custodial Accounts invested in mutual funds under Code §403(b)(7) and Annuity Contracts under Code §403(b)(1).

3. ERISA STATUS (1.34). The Plan is a governmental plan exempt from ERISA.

4. PLAN YEAR (1.54). Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every:

[Note: Complete any applicable blanks under Election 4 with a specific date, e.g., June 30 OR the last day of February OR the first Tuesday in January. In the case of a Short Plan Year, include the year, e.g., May 1, 2016.]

**Plan Year** (Choose (a), (b) or (c).):

(a) ☒ **December 31.**



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Page 13 of 51(b) ☐ Fiscal Plan Year: ending: \_\_\_\_\_.(c) ☐ Other: \_\_\_\_\_ (e.g., a 52/53 week year ending on the date nearest the last Friday in December).

Short Plan Year (Choose (d) if applicable.):

(d) ☐ Short Plan Year: commencing: \_\_\_\_\_ and ending: \_\_\_\_\_.5. **EFFECTIVE DATE (1.23).** The Employer's adoption of the Plan is a (Choose (a) or (b). Complete (c); complete (d) if an amendment and restatement. Choose (e) and (f) if applicable.):(a) ☐ New Plan.(b) ☒ Restated Plan.

Initial Effective Date of Plan (enter date)

(c) January 1, 1970 (hereinafter called the "Effective Date" unless 5(d) is entered below)

Restatement Effective Date (If this is an amendment and restatement, enter effective date of the restatement.)

(d) ☒ January 1, 2009 (enter month day, year; may enter a restatement date that is the first day of the current Plan Year) (hereinafter called the "Effective Date")

[Note: See Section 1.60 for the definition of Restated Plan. If this Plan is a Restatement under Rev. Proc. 2013-22, in order to have retroactive reliance, the Restatement Effective date generally should be the later of January 1, 2010 or the Initial Effective Date. The Restatement Effective Date can be as early as January 1, 2009 but there is no retroactive reliance prior to January 1, 2010. If specific Plan provisions, as reflected in this Adoption Agreement and the basic plan document, do not have the Effective Date stated in this Election 5, indicate as such in the election where called for or in Appendix A.]

Additional Effective Dates (Choose if applicable)

(e) ☐ Restatement of surviving and merging plans. The Plan restates two (or more) plans (Complete 5(c) and (d) above for this (surviving) Plan. Complete (1) below for the merging plan. Choose (2) if applicable.):

(1) Merging plan. The \_\_\_\_\_ Plan was or will be merged into this surviving Plan as of: \_\_\_\_\_. The merging plan's restated Effective Date is: \_\_\_\_\_. The merging plan's original Effective Date was: \_\_\_\_\_.

(2) ☐ Additional merging plans. The following additional plans were or will be merged into this surviving Plan (Optional to complete a. and b. if applicable. May attach an addendum to add additional plans.):

	Name of merging plan	Merger date	Restated Effective Date	Original Effective Date
a.	_____	_____	_____	_____
b.	_____	_____	_____	_____

(f) ☐ Special Effective Date for Elective Deferral provisions: \_\_\_\_\_

[Note: If Elective Deferral provision is not effective as of the Initial Effective Date or the Restatement Effective Date, enter the date as of which the Elective Deferral provision is effective. The Special Effective Date may not precede the date on which the Employer adopted the Plan.]

6. **CONTRIBUTION TYPES (1.12).** The Employer and/or Participants, in accordance with the Plan terms, make the following contributions to the Plan (Choose one or more of (a) through (f)).:(a) ☐ Mandatory Employee Contributions. See Section 3.04(A)(3) and Election 18.(b) ☒ Pre-Tax Elective Deferrals. See Section 3.02 and Elections 19 – 21.(1) ☒ Roth Deferrals. See Section 3.02(F) and Elections 19 – 21. [Note: The Employer may not limit Elective Deferrals to Roth Deferrals only.](c) ☐ Matching. See Sections 1.36, 1.47, and 3.03 and Elections 22, 23, 27, 28 and 32.(d) ☒ Nonelective. See Sections 1.48 and 3.04 and Elections 25 through 28.(e) ☐ Employee (after-tax). See Section 3.09 and Election 32.(f) ☐ None (frozen plan). The Plan is/was frozen effective as of: \_\_\_\_\_. See Sections 3.01(F) and 9.04.

[Note: Elections 18 through 26 and Election 32 do not apply to any Plan Year in which the Plan is frozen.]

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7. **EXCLUDED EMPLOYEES (1.35).** The following Employees are not Eligible Employees (either as to the overall Plan or the designated contribution type) (Choose (a), (b) or (c). See also Election 18(e).):

- (a) ☐ **No Excluded Employees.** All Employees are Eligible Employees as to all Contribution Types.
- (b) ☒ **Exclusions - same for all Contribution Types.** The following Employees are Excluded Employees for all Contribution Types (Choose one or more of (e) through (h) and/or (l). Choose column (1) for each exclusion elected at (e) through (h).):
- (c) ☐ **Exclusions.** The following Employees are Excluded Employees (either as to all Contribution Types or to the designated Contribution Type) (Choose one or more of (d) through (l)):

[Note: For this Election 7, unless described otherwise in Election 7(l), Elective Deferrals includes Pre-Tax Deferrals, and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions.]

	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(d) <input type="checkbox"/> <b>No exclusions.</b> No exclusions as to the designated Contribution Type.	N/A (See Election 7(a))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input checked="" type="checkbox"/> <b>Non-Resident Aliens.</b> See Section 1.35(B).	<input checked="" type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input type="checkbox"/> <b>Employees who normally work less than 20 hours per week.</b> See Section 1.35(E) (e.g., if any such excluded Employee actually completes a Year of Service).	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) <input checked="" type="checkbox"/> <b>Student Employees.</b> See Section 1.35(C) (i.e., students enrolled in the entity sponsoring this Plan).	<input checked="" type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) <input type="checkbox"/> <b>Other Employer plan.</b> Employees who are eligible to participate in another plan of the Employer which is a (Choose one or more of a. through c.):	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. <input type="checkbox"/> 401(k) plan					
b. <input type="checkbox"/> 403(b) plan					
c. <input type="checkbox"/> governmental 457(b) plan					
(i) <input type="checkbox"/> <b>Collective Bargaining (union) Employees.</b> See Section 1.35(A).	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) <input type="checkbox"/> <b>Per Diem Employees.</b>	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k) <input type="checkbox"/> <b>Describe exclusion:</b> _____	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(l) <input type="checkbox"/> <b>Describe exclusion:</b> _____ (e.g., exclude hourly paid employees).					

[Note: The Employer may not complete Election 7(l) in a manner which would violate the universal availability rule of Treas. Reg. §1.403(b)-5(b), after taking into consideration the entity rules of Treas. Reg. §1.403(b)-5(b)(3) and the transition rules of Treas. Reg. §1.403(b)-10(d). Accordingly, Election 7(l) may only be used to provide an exclusion for Elective Deferrals if the Employer is a Church or the excluded Employees are eligible to make elective deferrals under another 403(b), 401(k) or governmental 457(b) plan of the Employer.]

[Note: Any exclusion under Election 7(k) or 7(l), except for Employees who normally work less than 20 hours per week, may not be based on age or Service. See Election 14 for eligibility conditions based on age or Service.]

8. **COMPENSATION (1.11).** The following Compensation (as adjusted under Elections 9 and 10) applies in allocating Employer Contributions (or the designated contribution type) (Choose one or more of (a) through (e). Choose (f) if applicable.):

[Note: Unless described otherwise in Election 8(e), Elective Deferrals includes Pre-Tax Deferrals and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions. In applying any Plan definition which references Section 1.11 Compensation, where the Employer in this Election 8 elects more than one Compensation definition for allocation purposes, the Plan Administrator will use W-2 wages for such other Plan definitions if the Employer has elected W-2 wages for any Contribution Type or Participant group under Election 8. If the Employer has not elected W-2 wages, the Plan Administrator for such other Plan definitions will use 415 Compensation.]

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	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(a) <input checked="" type="checkbox"/> W-2 wages increased by Elective Deferrals.	<input checked="" type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> Code §3401 federal income tax withholding wages increased by Elective Deferrals.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> 415 Compensation.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> Describe Compensation by Contribution Type or by Participant Group: _____	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> Describe Compensation by Contribution Type or by Participant Group: _____					

[Note: Under Election 8(d) or 8(e), the Employer may: (i) elect Compensation from the elections available under Elections 8(a), (b), (c) or (d), or a combination thereof as to a Participant group (e.g., W-2 Wages for Matching Contributions for Campus A Employees and 415 Compensation in all other cases); and/or (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately preceding Election 8(a).]

(f) <input type="checkbox"/> Allocate based on specified 12-month period. The allocation of all Contribution Types (or specified Contribution Types) will be made based on Compensation within a specified 12-month period ending within the Plan Year as follows: _____	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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9. PRE-ENTRY/POST-SEVERANCE COMPENSATION (1.11(H)(I)). Compensation under Election 8:

[Note: For this Election 9, unless described otherwise in Elections 9(c), 9(d), 9(n) or 9(o), Elective Deferrals includes Pre-Tax Deferrals and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions.]

Pre-Entry Compensation (Choose one or more of (a), (b) or (c). Choose Contribution Type as applicable.):	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(a) <input type="checkbox"/> Plan Year. Compensation for the entire Plan Year which includes the Participant's Entry Date. [Note: If the Employer under Election 8(f) elects to allocate some or all Contribution Types based on a specified 12-month period, Election 9(a) applies to that 12-month period in lieu of the Plan Year.]	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input checked="" type="checkbox"/> Participating Compensation. Only Participating Compensation. See Section 1.11(H)(I).	<input checked="" type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> Describe Pre-Entry Compensation _____	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

[Note: Under a Participating Compensation election, in applying any Adoption Agreement elected contribution limit or formula, the Plan Administrator will count only the Participant's Participating Compensation. See Section 1.11(H)(I) as to plan disaggregation.]

(d) <input type="checkbox"/> Describe Pre-Entry Compensation by Contribution Type or by Participant group: _____					
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[Note: Under Election 9(c) or 9(d), the Employer may: (i) elect Compensation from the elections available under Pre-Entry Compensation or a combination thereof as to a Participant group (e.g., Participating Compensation for all Contribution Types as to Campus A Employees, Plan Year Compensation for all Contribution Types to Campus B Employees) and/or (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately preceding Pre-Entry Compensation.]

**Post-Severance Compensation.** The following adjustments apply to Post-Severance Compensation paid within any applicable time period as may be required (Choose (e), (f) or (g).):

[Note: Under the basic plan document, if the Employer does not elect any adjustments, Post-Severance Compensation includes regular pay, leave cash-outs, and deferred compensation, and excludes disability continuation payments and does not count Deemed Includible Compensation.]

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- (e) ☐ **None.** The Plan includes post-severance regular pay, leave cash-outs, and deferred compensation, and excludes post-severance disability continuation payments, and Deemed Includible Compensation as to any Contribution Type except as required under the basic plan document (*skip to Election 10*).
- (f) ☒ **Same for all Contribution Types.** The following adjustments to Post-Severance Compensation apply to all Contribution Types (*Choose one or more of (i) through (o). Choose column (1) for each option elected at (i) through (n).*):
- (g) ☐ **Adjustments - different conditions apply.** The following adjustments to Post-Severance Compensation apply to the designated Contribution Types (*Choose one or more of (h) through (o). Choose Contribution Type as applicable.*):

	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
<b>Post-Severance Compensation:</b>					
(h) <input type="checkbox"/> <b>None.</b> The Plan takes into account Post-Severance Compensation as to the designated Contribution Types as specified under the basic plan document.	N/A (See Election 9(e))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) <input type="checkbox"/> <b>Exclude All.</b> Exclude all Post-Severance Compensation. [Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).]	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) <input type="checkbox"/> <b>Regular Pay.</b> Exclude Post-Severance Compensation composed of regular pay. See Section 1.11(I)(1)(a). [Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).]	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k) <input checked="" type="checkbox"/> <b>Leave cash-out.</b> Exclude Post-Severance Compensation composed of leave cash-out. See Section 1.11(I)(1)(b).	<input checked="" type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(l) <input checked="" type="checkbox"/> <b>Deferred Compensation.</b> Exclude Post-Severance Compensation composed of deferred compensation. See Section 1.11(I)(1)(c).	<input checked="" type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(m) <input type="checkbox"/> <b>Salary continuation for disabled Participants.</b> Include Post-Severance Compensation composed of salary continuation for disabled Participants. See Section 1.11(I)(2). ( <i>Choose a. or b.</i> ):	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. <input type="checkbox"/> <b>For NHCEs only.</b> The salary continuation will continue for the following fixed or determinable period: _____ ( <i>specify period, e.g., "ten years" or "term of disability policy"</i> ).					
b. <input type="checkbox"/> <b>For all Participants.</b> The salary continuation will continue for the following fixed or determinable period: _____ ( <i>specify period; e.g., "ten years" or "term of disability policy"</i> ).					
(n) <input type="checkbox"/> <b>Describe Post-Severance Compensation by Contribution Type or by Participant group:</b>	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>					
(o) <input type="checkbox"/> <b>Describe Post-Severance Compensation by Contribution Type or by Participant group:</b>					
<hr/>					

[Note: Under Election 9(n) or 9(o), the Employer may: (i) elect Compensation from the elections available under Post-Severance Compensation or a combination thereof as to a Participant group (e.g., Include regular pay Post-Severance Compensation for all Contribution Types as to Campus A Employees, no Post-Severance Compensation for all Contribution Types to Campus B Employees) and/or (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately preceding Pre-Entry Compensation.]

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10. **EXCLUDED COMPENSATION (1.11(G)).** Apply the following additional exclusions or other adjustments to Compensation Elections under 8 and 9 (Choose (a), (b) or (c).):

- (a) ☒ **No exclusions.** Compensation as to all Contribution Types means Compensation as elected in Elections 8 and 9 (skip to Election 11).
- (b) ☐ **Exclusions - same for all Contribution Types.** The following exclusions apply to all Contribution Types (Choose one or more of (f) through (n). Choose column (1) for each option elected at (f) through (m).):
- (c) ☐ **Exclusions - different conditions apply.** The following exclusions apply for the designated Contribution Types (Choose one or more of (d) through (n) below. Choose Contribution Type as applicable.):

[Note: For this Election 10, unless described otherwise in Election 10(n), Elective Deferrals includes Pre-Tax Deferrals and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions.]

Compensation Exclusions		(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(d)	<input type="checkbox"/> <b>No exclusions.</b> No exclusion as to the designated Contribution Type(s).	N/A (See Election 10(a))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e)	<input type="checkbox"/> <b>Elective Deferrals.</b> See Section 1.24. (e.g., exclusions under Code §§ 401(k), 125, 132(f)(4), 403(b), 414(h)(2) pickup, & 457).	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f)	<input type="checkbox"/> <b>Fringe benefits.</b> As described in Treas. Reg. § 1.414(s)-1(c)(3) (e.g., reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation and welfare benefits).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g)	<input type="checkbox"/> <b>Compensation exceeding \$_____.</b>	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h)	<input type="checkbox"/> <b>Bonus.</b>	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i)	<input type="checkbox"/> <b>Commission.</b>	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j)	<input type="checkbox"/> <b>Overtime.</b>	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k)	<input type="checkbox"/> <b>Leave of Absence Pay.</b>	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(l)	<input type="checkbox"/> <b>Related Employers.</b> See Section 1.29(B). (If there are Related Employers, choose one or both of a. and b.):					
a.	<input type="checkbox"/> <b>Non-Participating.</b> Compensation paid to Employees by a Related Employer that is not a Participating Employer.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b.	<input type="checkbox"/> <b>Participating.</b> As to the Employees of any Participating Employer, Compensation paid by any other Participating Employer to its Employees. See Election 26(f).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(m)	<input type="checkbox"/> <b>Describe Compensation adjustment(s):</b> _____	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(n)	<input type="checkbox"/> <b>Describe Compensation adjustment(s):</b> _____					

[Note: Under Election 10(m) or 10(n), the Employer may: (i) describe Compensation from the elections available under Elections 10(d) through (l), or a combination thereof as to a Participant group (e.g., No exclusions as to Campus A Employees and exclude bonus as to Campus B Employees); (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately following Election 10(c) (e.g., Elective Deferrals means §125 cafeteria deferrals only OR Exclude bonus as to Nonelective Contributions); and/or (iii) describe another exclusion (e.g., Exclude shift differential pay). Any adjustment must be definitely determinable.]

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11. **HOURS OF SERVICE (1.40).** The Plan credits Hours of Service for the following purposes (and to the Employees) as follows (*Hours of Service for Eligibility as defined below also applies to the application of the exclusion for Employees who normally work less than 20 hours per week (Election 7(f)). (Choose one or more of (a) through (e)).*

	(1) All Purposes	(2) Eligibility	(3) Vesting	(4) Allocation Conditions
(a) <input checked="" type="checkbox"/> <b>Actual (hourly) Method.</b>	<input checked="" type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> <b>Equivalency Method:</b> _____ ( <i>e.g., daily, weekly, etc.</i> )	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> <b>Elapsed Time Method.</b> See Section 1.40(D)(3).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> <b>Actual (hourly) and Equivalency other.</b> Equivalency Method: _____ ( <i>e.g., daily, weekly, etc.</i> ) for Employees for whom records or actual Hours of Service are not maintained or available ( <i>e.g., salaried Employees</i> ), and Actual Method for all other Employees.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> <b>Describe:</b> _____				

[*Note: Under Election 11(e), the Employer may describe Hours of Service from the elections available under Elections 11(a) through (d), or a combination thereof as to a Participant group and/or Contribution Type (e.g., For all purposes, Actual Method applies to staff and Equivalency Method applies to faculty).*]

12. **ELECTIVE SERVICE CREDITING (1.66(A)).** The Plan must credit Related Employer Service under Section 1.29(B) and also must credit certain Predecessor Employer/Predecessor Employer Service under Section 1.66(B). If the Plan is a Multiple Employer Plan, the Plan also must credit Service as provided in Section 10.07. The Plan also elects under Section 1.66(C) to credit as Service the following Predecessor Employer Service (*Choose (a) OR (b).*):

(a) ☒ **Not applicable.** No elective Predecessor Employer Service crediting applies.

(b) ☐ **Predecessor Employer.** The Plan credits the specified service with the following designated Predecessor Employers as Service for the Employer for the purposes indicated (*Complete (1). Choose (2) and/or (3) if applicable*):

(1) Employer/Purposes. Credit as Service, service with the following Predecessor Employer(s) for the designated purpose(s) ( <i>Choose one or more</i> ):	(1) All Purposes	(2) Eligibility	(3) Vesting	(4) Allocation Conditions
a. <input type="checkbox"/> <b>Employer:</b> _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. <input type="checkbox"/> <b>Employer:</b> _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. <input type="checkbox"/> <b>Employer:</b> _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. <input type="checkbox"/> <b>Type of Predecessor.</b> Credit service with any Predecessor Employer which is ( <i>Choose one or more of i. – v.</i> ):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. <input type="checkbox"/> <b>An Educational Organization.</b>				
ii. <input type="checkbox"/> <b>An Educational Organization providing post-secondary education.</b>				
iii. <input type="checkbox"/> <b>An Eligible Employer.</b>				
iv. <input type="checkbox"/> <b>A nonprofit research institution.</b>				
v. <input type="checkbox"/> <b>Other:</b> _____ ( <i>specify organization type</i> )				

(2) ☐ **Time period.** Subject to any exceptions noted under Election 12(b)(3), the Plan credits as Service under Election 12(b)(1), all service regardless of when rendered unless a. and/or b. is elected below (*Choose a. and/or b. if applicable*):

- a. ☐ **Service after.** All service, which is or was rendered after: \_\_\_\_\_ (*specify date*).
- b. ☐ **Service before.** All service, which is or was rendered before: \_\_\_\_\_ (*specify date*).

(3) ☐ **Describe elective Predecessor Employer Service crediting:** \_\_\_\_\_

[*Note: Under Election 12(b)(3), the Employer may describe service crediting from the elections available under Elections 12(b)(1) or (2), or a combination thereof as to a Participant group and/or Contribution Type (e.g., For all purposes credit all service with X, but credit*

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service with Y only on/after 1/1/05 OR Credit all service for all purposes with entities the Employer acquires after 12/31/04 OR Service crediting for X Campus applies only for purposes of Nonelective Contributions and not for Matching Contributions.)]

## ARTICLE 2 ELIGIBILITY REQUIREMENTS

13. ELIGIBILITY/ELECTIVE DEFERRALS (Universal Availability) (2.01(A)). An Employee (other than an Excluded Employee) generally becomes a Participant in the Elective Deferral portion of the Plan as soon as administratively feasible on or after the Employee's first day of employment with the Employer, as more fully described in Section 2.01(A). [Note: Elections 14 - 17 do not apply to Elective Deferrals.]

14. ELIGIBILITY NONELECTIVE/MATCHING/EMPLOYEE CONTRIBUTIONS (2.01(B)). To become a Participant in all applicable contributions under the Plan, an Employee must satisfy the following eligibility condition(s). All applicable contributions under the Plan include the Matching, Nonelective and Employee Contributions. (Choose (a)(1) or choose one or more of (a) through (i) as applicable. Choose (j), (k) and/or (l) if applicable.): 13

[Note: For this Election 14, unless described otherwise in Election 14(i), or the context otherwise requires, Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions unless otherwise elected at 14(k).]

	(1) All Applicable Contributions	(2) Matching	(3) Nonelective	(4) Employee/ Mandatory
(a) <input checked="" type="checkbox"/> None. Entry on Employment Commencement Date or if later, upon the next following Entry Date	<input checked="" type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> Age: _____	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> One Year of Service.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> Two Years of Service (without an intervening Break in Service.)	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> _____ Years of Service (without an intervening Break in Service.)	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input type="checkbox"/> _____ months Service need not be continuous (mere passage of time).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) <input type="checkbox"/> _____ month period from the Eligible Employee's employment commencement date and during which at least _____ Hours of Service are completed in each month. The months during which the Employee completes the specified Hours of Service (Choose one of (1) or (2).):	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(1) <input type="checkbox"/> Consecutive. Must be consecutive.				
(2) <input type="checkbox"/> Not consecutive. Need not be consecutive.				
(h) <input type="checkbox"/> Describe eligibility conditions: _____	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) <input type="checkbox"/> Describe eligibility conditions: _____				

[Note: The Employer may use Election 14(h) or 14(i) to describe different eligibility conditions (e.g., for all contributions, no eligibility requirements for faculty Employees and One Year of Service as to administrative staff Employees).]

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- (1) ☐ **Waiver of eligibility conditions for certain Employees.** The eligibility conditions and entry dates apply solely to an Eligible Employee employed or reemployed by the Employer after \_\_\_\_\_ (specify date). If the Eligible Employee was employed or reemployed by the Employer by the specified date, the Employee will become a Participant on the latest of: (i) the Effective Date; (ii) the restated Effective Date; (iii) the Employee's Employment Commencement Date or Re-Employment Commencement Date; or (iv) the date the Employee attains age \_\_\_\_\_ (not exceeding age 21).

[Note: If the Employer does not wish to impose an age condition under clause (iv) as part of the requirements for the eligibility conditions waiver, leave the age blank.]

- (2) ☐ **Describe special eligibility Effective Date(s):** \_\_\_\_\_

[Note: Under Election 14(j)(2), the Employer may describe special eligibility Effective Dates as to a Participant group and/or Contribution Type.]

(k) ☐ **Mandatory Contribution - eligibility conditions.** If different conditions apply to Mandatory and Employee (after-tax) Contributions, to become a Participant with respect to Mandatory Contributions, an Employee must satisfy the following eligibility condition(s). (Choose (1) or (2) if applicable):

- (1) ☐ **No conditions.**
- (2) ☐ **Conditions apply.** To become a Participant with respect to Mandatory Contributions, an Employee must satisfy the following eligibility condition(s): (Choose one or more):
- a. ☐ **Age** \_\_\_\_\_
  - b. ☐ **Year(s) of Service** \_\_\_\_\_
  - c. ☐ **months Service** need not be continuous (mere passage of time).
  - d. ☐ **Describe eligibility conditions:** \_\_\_\_\_

[Note: Election 14(k)(2)d. may only be used to describe different eligibility conditions in a manner consistent with the parameters set forth in the Notes following Elections 14(i).]

(l) ☐ **Employer maintains another plan.** The Employer maintains another plan providing for elective deferrals that satisfies the universal availability requirements under Code §403(b)(12). Instead of satisfying the universal availability requirements in this plan, the eligibility conditions for the following contribution source will also apply for Elective Deferral purposes. (Choose one)

- (1) ☐ **Matching**
- (2) ☐ **Nonelective**
- (3) ☐ **Employee/Mandatory**

15. **YEAR OF SERVICE - ELIGIBILITY (2.02(A)).** (Complete (b). Choose (a) if other than 1,000 Hours of Service. Choose (c) if applicable); [Note: If the Employer under Election 14 elects a one or two Year(s) of Service condition or elects to apply a Year of Service for eligibility under any other Adoption Agreement election, the Employer should complete Election 15. The Employer should not complete Election 15 if it elects the Elapsed Time Method for eligibility.]

- (a) ☐ **Year of Service.** An Employee must complete \_\_\_\_\_ Hour(s) of Service during the relevant Eligibility Computation Period to receive credit for one Year of Service under Article 2; [Note: If left blank, the requirement is 1,000 Hours of Service.]
- (b) **Subsequent Eligibility Computation Periods.** After the Initial Eligibility Computation Period described in Section 2.02(C), the Plan measures Subsequent Eligibility Computation Periods as (Choose (1) or (2)):
- (1) ☐ **Plan Year.** The Plan Year, beginning with the Plan Year which includes the first anniversary of the Employee's Employment Commencement Date.
  - (2) ☐ **Anniversary Year.** The Anniversary Year, beginning with the Employee's second Anniversary Year.

[Note: To maximize delayed entry under a two Years of Service condition for Nonelective Contributions or Matching Contributions, the Employer should elect to remain on the Anniversary Year for such contributions.]

- (c) ☐ **Describe:** \_\_\_\_\_  
(e.g., Anniversary Year as to faculty and Plan Year as to other employees OR 500 Hours of Service for Matching Contributions and 1,000 Hours of Service for Nonelective Contributions.)



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16. ENTRY DATE (2.02(D)). The Entry Date means the Effective Date and (Choose one or more of (a) through (f); select (g) if applicable):

[Note: For this Election 16, unless described otherwise in Election 16(f), Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions unless otherwise elected at 16(g).]

	(1) All Applicable Contributions	(2) Matching	(3) Nonelective	(4) Employee/ Mandatory
(a) <input type="checkbox"/> Semi-annual. The first day of the first month and of the seventh month of the Plan Year.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> First day of Plan Year.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> First day of each Plan Year quarter.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> The first day of each month.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input checked="" type="checkbox"/> Immediate. Upon Employment Commencement Date or if later, upon satisfaction of eligibility conditions.	<input checked="" type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input type="checkbox"/> Describe: _____ (e.g., Immediate as to faculty Employees and semi-annual as to administrative staff Employees.)				

Mandatory Contribution - entry date (Choose if applicable):

(g) ☐ Mandatory Contribution - entry date. If a different entry date applies to Mandatory and Employee (after-tax) Contributions, the Entry Date for Mandatory Contributions means (Choose one):

- (1) ☐ Semi-annual. The first day of the first month and of the seventh month of the Plan Year.
- (2) ☐ First day of Plan Year.
- (3) ☐ The first day of each month.
- (4) ☐ Immediate. Upon Employment Commencement Date or if later, upon satisfaction of eligibility conditions.
- (5) ☐ Describe: \_\_\_\_\_  
(e.g., Immediate as to faculty Employees and semi-annual as to administrative staff Employees.)

17. PROSPECTIVE/RETROACTIVE ENTRY DATE (2.02(D)). An Eligible Employee after satisfying the eligibility conditions in Election 14 will become a Participant for all applicable contributions on the Entry Date immediately following or coincident with the date the Employee completes the eligibility conditions (if employed on that date) unless otherwise elected below (Choose one if applicable):

- (a) ☐ Immediately following the date the Employee completes the eligibility conditions.
- (b) ☐ Immediately preceding or coincident with the date the Employee completes the eligibility conditions.
- (c) ☐ Immediately preceding the date the Employee completes the eligibility conditions.
- (d) ☐ Nearest the date the Employee completes the eligibility conditions.
- (e) ☐ Describe: \_\_\_\_\_  
(e.g., nearest as to faculty Employees and immediately following as to administrative staff Employees)

### ARTICLE 3 PLAN CONTRIBUTIONS

AMOUNT AND TYPE(S) (3.01). The amount and type(s) of contributions for a Plan Year or other specified period are those described in Election 6 above and in the Article 3 elections below.

18. MANDATORY EMPLOYEE CONTRIBUTIONS (3.04(A)(3)). The Mandatory Employee Contributions under Election 6(a) are subject to the following additional elections. The Plan will hold and administer Mandatory Employee Contributions as pretax Nonelective Contributions.

**Amount of Mandatory Employee Contribution.** The Employer shall withhold the following Mandatory Employee Contributions from Participant Compensation and contribute them, (Choose (a), (b) or (c).):

- (a) ☐ Uniform %. \_\_\_\_\_% of each Participant's Compensation, per Plan Year.
- (b) ☐ Fixed dollar amount, \$ \_\_\_\_\_, per Plan Year.
- (c) ☐ Describe: \_\_\_\_\_ (e.g., The greater of \$500 or 3% of each Participant's Compensation, per Plan Year. The time period is the Plan Year unless otherwise elected at (f) below.)

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[Note: The Employer under Election 18(c) may specify any definitely determinable Mandatory Employee Contribution formula not described under Elections 18(a) or (b) and/or the Employer may describe different Mandatory Employee Contributions as applicable to different Participant groups.]

**Type of Mandatory Employee Contribution.** The Mandatory Employee Contribution is being made in accordance with the following (Choose one):

- (d) ☐ **Condition of employment.** The Mandatory Employee Contribution is a condition of employment.
- (e) ☐ **Irrevocable Election.** An Eligible Employee may make, on or before first being eligible to participate under any plan of the Employer, an irrevocable election to contribute to the Plan the Mandatory Employee Contribution. (Choose one):
- (1) ☐ **Participation Condition.** No Eligible Employee will become a Participant in the Plan unless the Employee makes such an irrevocable election. This condition will not apply to Elective Deferrals to the extent it would violate the universal availability rule of Treas. Reg. §1.403(b)-5.
- (2) ☐ **Employer Contribution Condition.** No Eligible Employee will be eligible to receive an allocation of Employer Contributions in the Plan unless the Employee makes such an irrevocable election.

**Additional provisions** (Choose one or both of (f) and (g) if applicable)

- (f) ☐ **Time period.** Instead of the Plan Year, the time period will be per \_\_\_\_\_ (e.g., month, Hour of Service, per Participant per month).
- (g) ☐ **Describe additional conditions related to Mandatory Employee Contributions**

19. **AUTOMATIC DEFERRAL (ACA/EACA) (3.02(B)).** The Automatic Deferral provisions of Section 3.02(B) (Choose (a) or (b). Also see Election 20 regarding Automatic Escalation of Salary Reduction Agreements.):

[Note: The Employer should confirm that Automatic Deferral provisions are permissible under applicable law.]

- (a) ☒ **Do not apply.** The Plan is not an ACA or EACA (skip to Election 20).
- (b) ☐ **Apply.** The Automatic Deferral Effective Date is the effective date of automatic deferrals or, as appropriate, any subsequent amendment thereto. (Complete (1), (2) and (3). Complete (4) and (5) if an EACA. Choose (6) if applicable.):
- (1) **Type of Automatic Deferral Arrangement.** The Plan is an (Choose a. or b.):
- a. ☐ **ACA.** The Plan is an Automatic Contribution Arrangement (ACA) under Section 3.02(B)(1).
- b. ☐ **EACA.** The Plan is an Eligible Automatic Contribution Arrangement (EACA) under Section 3.02(B)(2).
- (2) **Participants affected.** The Automatic Deferral applies to (Choose a., b., c. or d. Choose e. if applicable.):
- a. ☐ **All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until they make a Contrary Election after the Automatic Deferral Effective Date.
- b. ☐ **Election of at least Automatic Deferral Percentage.** All Participants, except those who have in effect a Salary Reduction Agreement on the Automatic Deferral Effective Date provided that the Elective Deferral amount under the Agreement is at least equal to the Automatic Deferral Percentage.
- c. ☐ **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the Automatic Deferral Effective Date regardless of the Elective Deferral amount under the Agreement.
- d. ☐ **New Participants.** Each Employee whose Entry Date is on or following the Automatic Deferral Effective Date.
- e. ☐ **Describe affected Participants:** \_\_\_\_\_

[Note: The Employer in Election 19(b)(2)e. may further describe affected Participants, e.g., non-Collective Bargaining Employees OR Campus A Employees. All Employees eligible to defer must be Covered Employees to apply the 6-month correction period without excise tax under Code §4979.]

- (3) **Automatic Deferral Percentage/Scheduled increases.** (Choose a., b., c. or d.):
- a. ☐ **Fixed percentage.** The Employer, as to each Participant affected, will withhold as the Automatic Deferral Percentage, \_\_\_\_\_% from the Participant's Compensation each payroll period unless the Participant makes a Contrary Election. The Automatic Deferral Percentage will or will not increase in Plan Years following the Plan Year containing the Automatic Deferral Effective Date (or, if later, the Plan Year or partial Plan Year in which the Automatic Deferral first applies to a Participant) as follows (Choose e., f. or g.):

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- b. ☐ **Increasing schedule.** The Automatic Deferral Percentage will be:

<u>Plan Year of application to a Participant</u>	<u>Automatic Deferral Percentage</u>
1	3%
2	3%
3	4%
4	5%
5 and thereafter	6%

- c. ☐ **Other increasing schedule.** The Automatic Deferral Percentage will be:

<u>Plan Year of application to a Participant</u>	<u>Automatic Deferral Percentage</u>
_____	____%
_____	____%
_____	____%
_____	____%
_____	____%

- d. ☐ **Describe Automatic Deferral percentage:** \_\_\_\_\_.

If (3)a. or (3)d. selected, choose one of the following:

- e. ☐ **No scheduled increase.** The Automatic Deferral Percentage applies in all Plan Years.
- f. ☐ **Automatic increase.** The Automatic Deferral Percentage will increase by \_\_\_\_\_% per year up to a maximum of \_\_\_\_\_% of Compensation.
- g. ☐ **Describe increase:** \_\_\_\_\_.

**Change Date.** If Election 19(b)(3)b., c., f. or g. is selected, Elective Deferrals will increase on the following day each Plan Year:

- h. ☐ **First day of the Plan Year.**
- i. ☐ **Other:** \_\_\_\_\_ (must be a specified or definitely determinable date that occurs at least annually)

**First Year of Increase.** The automatic increase under Election 19(b)(3)c., f. or g. will apply to a Participant beginning with the first Change Date after the Participant first has automatic deferrals withheld, unless otherwise elected below (leave blank if not applicable):

- j. ☐ **The increase will apply as of the second Change Date thereafter.**
- k. ☐ **Describe first year increase:** \_\_\_\_\_  
(e.g., the increase will apply on the Change Date occurring on or after the Participant has been automatically enrolled for 3 months).

- (4) **EACA permissible withdrawal.** The permissible withdrawal provisions of Section 3.02(B)(2)(c) (Choose a., b. or c.):

- a. ☐ **Do not apply.**
- b. ☐ **90 day withdrawal.** Apply within 90 days of the first Automatic Deferral.
- c. ☐ **30-90 day withdrawal.** Apply, within \_\_\_\_\_ days of the first Automatic Deferral (may not be less than 30 nor more than 90 days).

- (5) **Contrary Election/Covered Employee.** Any Participant who makes a Contrary Election (Choose a. or b.; leave blank if an ACA):

- a. ☐ **Covered Employee.** Is a covered employee and continues to be covered by the EACA provisions. [Note: Under this Election, the Participant's Contrary Election will remain in effect, but the Participant must receive the EACA annual notice.]
- b. ☐ **Not a Covered Employee.** Is not a Covered Employee and will not continue to be covered by the EACA provisions. [Note: Under this Election, the Participant no longer must receive the EACA annual notice.]

- (6) ☐ **Describe Automatic Deferral:** \_\_\_\_\_.

[Note: Under Election 19(b)(6), the Employer may describe Automatic Deferral provisions from the elections available under Election 19 and/or a combination thereof as to a Participant group (e.g., Automatic Deferrals do not apply to Campus A Employees. All Campus B Employee/Participants are subject to an Automatic Deferral Amount equal to 3% of Compensation effective as of January 1, 2017).]

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20. **AUTOMATIC ESCALATION (3.02(G))**. The Automatic Deferral provisions of Section 3.02(G). (Choose (a) or (b). See Election 19 regarding Automatic Deferrals. Automatic Escalation applies to Participants who have a Salary Reduction Agreement in effect.):

(a) ☒ Do not apply.

(b) ☐ Apply. (Complete (1), (2), (3), and if appropriate (4).):

(1) **Participants affected**. The Automatic Deferral applies to (Choose a., b. or c.):

a. ☐ **All Deferring Participants**. All Participants who have a Salary Reduction Agreement in effect to defer at least \_\_\_\_\_% of Compensation.

b. ☐ **New Deferral Elections**. All Participants who file a Salary Reduction Agreement after the effective date of this Election, or, as appropriate, any amendment thereto, to defer at least \_\_\_\_\_% of Compensation.

c. ☐ **Describe affected Participants:** \_\_\_\_\_

[Note: The Employer in Election 20(b)(1)b. may further describe affected Participants, e.g., non-Collective Bargaining Employees OR Campus A Employees. The group of Participants must be definitely determinable and if an EACA under Election 19, must be uniform.]

(2) **Automatic Increases**. (Choose a. or b.):

a. ☐ **Automatic increase**. The Participant's Elective Deferrals will increase by \_\_\_\_\_% per year up to a maximum of \_\_\_\_\_% of Compensation unless the Participant has filed a Contrary Election after the effective date of this Election or, as appropriate, any amendment thereto.

b. ☐ **Describe increase:** \_\_\_\_\_

[Note: The Employer in Election 20(b)(2)b. may define different increases for different groups of Participants or may otherwise limit Automatic Escalation. Any such provisions must be definitely determinable.]

(3) **Change Date**. The Elective Deferrals will increase on the following day each Plan Year:

a. ☐ **First day of the Plan Year**.

b. ☐ **Other:** \_\_\_\_\_ (must be a specified or definitely determinable date that occurs at least annually)

(4) **First Year of Increase**. The automatic escalation provision will apply to a Participant beginning with the first Change Date after the Participant files a Salary Reduction Agreement (or, if sooner, the effective date of this Election, or, as appropriate, any amendment thereto), unless otherwise elected below:

a. ☐ **The escalation provision will apply as of the second Change Date thereafter.**

b. ☐ **Describe first year increase:** \_\_\_\_\_  
(e.g., the increase will apply on the Change Date occurring on or after the Participant has been automatically enrolled for 3 months).

21. **CATCH-UP DEFERRALS (3.02(D)/(E))**. A Participant otherwise eligible to do so (Choose (a) or (b)):

(a) ☒ **Permitted**. May make the following Catch-Up Deferrals to the Plan. (Choose one or both of (1) and (2)):

(1) ☒ **Age 50 Catch-Up**.

(2) ☐ **Qualified Organization (defined in Section 3.02(D)(2)) Catch-Up**.

(b) ☐ **Not Permitted**. May not make any Catch-Up Deferrals to the Plan.

22. **MATCHING CONTRIBUTIONS (3.03(A))**. The Employer Matching Contributions under Election 6(c) are subject to the following additional elections regarding type (discretionary/fixed), rate/amount, limitations and time period (collectively, such elections are "the matching formula") and the allocation of Matching Contributions is subject to Section 3.06 except as otherwise provided. (Choose one or more of (a) through (h); then, for the elected match, complete (1), (2) and/or (3) as applicable. If the Employer completes (2) or (3), also complete (4), (5) or (6)):

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	(1) Match Rate/Amount [\$/% of Elective Deferrals]	(2) Limit on Deferrals Matched [\$/% of Compensation]	(3) Limit on Match Amount [\$/% of Compensation]	(4) Apply limit(s) per Plan Year ["true-up"]	(5) Apply limit(s) per payroll period [no "true-up"]	(6) Apply limit(s) per designated time period [no "true-up"]
(a) <input type="checkbox"/> Discretionary - see Section 1.47(B) <i>(The Employer may, but is not required to complete (a)(1)-(6). See the "Note" following Election 22.)</i>	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> Fixed - uniform rate/amount	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> Fixed - tiered	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Elective Deferral %	Matching Rate				
(e.g., up to 3)	_____ %	_____ %				
(e.g., more than 3 up to 5)	_____ %	_____ %				
	_____ %	_____ %				
	_____ %	_____ %				
(d) <input type="checkbox"/> Fixed - Years of Service	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Years of Service	Matching Rate				
(e.g., up to 2)	_____	_____ %				
(e.g., more than 2 up to 5)	_____	_____ %				
	_____	_____ %				
	_____	_____ %				
"Years of Service" under this Election 22(d) means <i>(Choose a. or b.)</i> :						
a. <input type="checkbox"/> Eligibility. Years of Service for eligibility in Election 15.						
b. <input type="checkbox"/> Vesting. Years of Service for vesting in Elections 37 and 38.						
(e) <input type="checkbox"/> Fixed - Based on age at end of period	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Age	Matching Rate				
	_____	_____ %				
	_____	_____ %				
	_____	_____ %				
	_____	_____ %				
(f) <input type="checkbox"/> Fixed - Job location or classification (must be objectively determinable)	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Location or Class	Matching Rate				
	_____	_____ %				
	_____	_____ %				
	_____	_____ %				
	_____	_____ %				
(g) <input type="checkbox"/> Fixed Percent of Compensation. _____ % of Compensation provided the Participant's Elective Deferrals equal or exceed _____ % of the Participant's Compensation.						
(h) <input type="checkbox"/> Describe: _____ (e.g., A discretionary match applies to staff members. A fixed match equal to 50% of Elective Deferrals not exceeding 6% of Plan Year Compensation applies to professors.)						

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[Note: A Participant's Elective Deferral percentage is equal to the Participant's Elective Deferrals (or such other amounts specified in this Adoption Agreement) being matched divided by the Participant's Compensation. The matching rate/amount is the specified rate/amount of match for the corresponding Elective Deferral amount/percentage. The Employer under Election 22(a) in its discretion may determine the amount of a Discretionary Matching Contribution and the matching contribution formula or formulas. Alternatively, the Employer in Election 22(a) may specify the Discretionary Matching Contribution formula.]

**Additional Provisions (Choose if applicable)**

**Contributions that are matched.** Matching Contributions are made only with respect to Elective Deferrals (includes Pre-Tax and Roth Elective Deferrals) unless otherwise elected below. (Choose if applicable):

- (i) ☐ Matching contributions will only be made with respect to the following (Choose one or more):
- (1) ☐ Pre-Tax Elective Deferrals.
  - (2) ☐ Roth Elective Deferrals.
  - (3) ☐ Employee (after-tax) Contributions.
  - (4) ☐ Elective Deferrals made to the following plan: \_\_\_\_\_ (enter name of plan).
  - (5) ☐ Describe: \_\_\_\_\_

**Participating Employers.** The Matching Contributions will be allocated to all Participants regardless of which Employer directly employs them and regardless of whether their direct Employer made Matching Contributions for the Plan Year unless otherwise elected below or specified in a participation agreement. (Choose if applicable):

- (j) ☐ The Plan Administrator will allocate the Matching Contributions made by the Signatory Employer and by any Participating Employer only to the Participants directly employed by the contributing Employer.

**23. MATCHING CATCH-UP DEFERRALS (3.03(B)).** If a Participant makes an Age 50 Catch-Up or a Qualified Organization Catch-Up (15-year catch-up), the Employer (Choose (a), (b) or (c) as appropriate, selecting the relevant Catch-Up Deferrals):

- |  | Age 50<br>Catch-Ups      | Qualified<br>Organization<br>Catch-Ups |
|--|--------------------------|--|
| (a) <input type="checkbox"/> <b>Match.</b> Will match the Catch-Up Deferrals.  | <input type="checkbox"/> | <input type="checkbox"/>               |
| (b) <input type="checkbox"/> <b>No Match.</b> Will not match the Catch-Up Deferrals.   | <input type="checkbox"/> | <input type="checkbox"/>               |
| (c) <input type="checkbox"/> <b>Describe:</b> _____<br>(e.g., Will apply the discretionary matching contribution to Catch-Up Deferrals but will not apply the fixed matching contribution to catch-up deferrals) |                          |  |

24. [Reserved]

**25. NONELECTIVE CONTRIBUTIONS (TYPE/AMOUNT): (3.04(A)).** The Employer Nonelective Contributions under Election 6(d) are subject to the following additional elections as to type and amount. All Nonelective Contributions, other than those described in (f), are limited to Participants who have Compensation (and may be further limited as described elsewhere in the Plan or this Adoption Agreement. (Choose one or more of (a) through (d) as applicable.):

- (a) ☒ **Discretionary.** An amount the Employer in its sole discretion may determine.
- (b) ☐ **Fixed.** (Choose one or more of (1) through (8). Reference to Participants are limited to Participants eligible to receive an allocation of Nonelective Contributions.):
- (1) ☐ **Uniform %.** \_\_\_\_\_% of each Participant's Compensation, per \_\_\_\_\_ (e.g., Plan Year, month).
  - (2) ☐ **Fixed dollar amount.** \$\_\_\_\_\_, per \_\_\_\_\_ (e.g., Plan Year, month, Hour of Service, per Participant per month).

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- (3) ☐ **Age-Graded.** The following percentage of each Participant's Compensation based on the Participant's age on the last day of the Plan Year.

Age	Contribution Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

- (4) ☐ **Service-Graded.** The following percentage of each Participant's Compensation based on the Participant's Years of Service.

Years of Service	Contribution Percentage
(e.g., up to 2) _____	_____ %
(e.g., more than 2 up to 5) _____	_____ %
_____	_____ %
_____	_____ %

"Years of Service" under this Election 25(b)(4) means *(Choose i. or ii.)*:

- i. ☐ **Eligibility.** Years of Service for eligibility in Election 15.  
 ii. ☐ **Vesting.** Years of Service for vesting in Elections 37 and 38.

- (5) ☐ **Job Classification or Business Location.** The following percentage of each Participant's Compensation based on the Participant's job classification (must be objectively determinable) or business location.

Job Classification or Business Location	Contribution Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

- (6) ☐ **Contract Incorporation.** Contributions will be made pursuant to the terms of a collective bargaining agreement or other written document relating to the Employees of the Employer. The relevant portions of the agreement or document will be attached hereto as an appendix to the Adoption Agreement and are incorporated herein by this reference.
- (7) ☐ **Unused accumulated leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated leave (as selected below). Only unpaid accumulated leave for which the Employee has no right to receive in cash may be included.

**Conversion.** The following types of unused accumulated leave may be converted under the Plan *(choose one or all that apply)*:

- a. ☐ Sick leave  
 b. ☐ Vacation leave  
 c. ☐ Personal leave

**Eligible Employees.** Only the following Participants shall receive the Employer contribution for unused accumulated leave *(choose d. and/or e.; leave blank if no limitations; provided, however, that this Plan may not be used to only provide benefits for terminated Employees)*:

- d. ☐ **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below *(choose all that apply; leave blank if no exclusions)*:
- i. ☐ The Former Employee must be at least age \_\_\_\_\_ (e.g., 55)  
 ii. ☐ The value of the unused accumulated leave must be at least \$\_\_\_\_\_ (e.g., \$2,000)  
 iii. ☐ A contribution will only be made if the total hours is over \_\_\_\_\_ (e.g., 10) hours  
 iv. ☐ A contribution will not be made for hours in excess of \_\_\_\_\_ (e.g., 40) hours
- e. ☐ **Active Employees.** Employees who have not terminated service during the Plan Year and who meet the following requirements *(select all that apply; leave blank if no exclusions)*:
- i. ☐ The Employee must be at least age \_\_\_\_\_ (e.g., 55)  
 ii. ☐ The value of the unused accumulated leave must be at least \$\_\_\_\_\_ (e.g., \$2,000)  
 iii. ☐ A contribution will only be made if the total hours are over \_\_\_\_\_ (e.g., 10) hours

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Page 28 of 51iv. ☐ A contribution will not be made for hours in excess of \_\_\_\_ (e.g., 40) hours

- (8) ☐ Describe: \_\_\_\_\_  
 (e.g., The greater of \$500 or 3% of each Participant's Compensation, per Plan Year. Specify time period, e.g., per Plan Year quarter. If not specified, the time period is the Plan Year.)

[Note: The Employer under Election 25(b)(8) may specify any Fixed Nonelective Contribution formula not described under Elections 25(b)(1) through (7) (e.g., For each Plan Year, 2% of total compensation), and/or the Employer may describe different Fixed Nonelective Contributions as applicable to different Participant groups (e.g., A Fixed Nonelective Contribution equal to 5% of Plan Year Compensation applies to Campus A Participants and a Fixed Nonelective Contribution equal to \$500 per Participant each Plan Year applies to Campus B Participants).]

- (c) ☒ Contribution for Deemed Disability Compensation (1.11(K)). Include Deemed Disability Compensation. The Employer will make Nonelective Contributions for the disabled Participants defined below, based on their Deemed Disability Compensation for the following period period during which benefits are paid under long-term disability policy issued by TIAA-CREF. (Specify a fixed or determinable period. Choose (1) or (2)):

- (1) ☐ NHCEs only. Apply only to disabled NHCEs.  
 (2) ☒ All Participants. Apply to all disabled Participants.

The contribution for such Participants shall be:

- (3) ☐ Amount set forth in (a), (b) and (d). The disabled Participants shall share in the contributions set forth in (a), (b) and (d).  
 (4) ☒ Describe: Amount set forth in long-term disability policy issued by TIAA-CREF (must be definitely determinable (e.g., amount set forth in long-term disability policy)).

- (d) ☐ Describe: \_\_\_\_\_

[Note: Under Election 25(d), the Employer may describe the amount and type of Nonelective Contributions from the elections available under Election 25 and/or a combination thereof as to a Participant group (e.g., A Discretionary Nonelective Contribution applies to Campus A Employees. A Fixed Nonelective Contribution equal to 5% of Plan Year Compensation applies to Campus B Employees).]

Additional Provisions (Choose if applicable)

- (e) ☐ Former Employees. The Employer will make Nonelective Contributions on behalf of former Employees in accordance with the following elections (Choose (1), (2) or (3)):

- (1) ☐ Discretionary. The Employer may contribute an amount the Employer in its sole discretion may determine with regard to one or more former Employees, to be allocated and administered as described more fully in Section 3.04(D).  
 (2) ☐ Percent of Deemed Includible Compensation. The Employer will contribute \_\_\_\_ % of each Participant's Includible Compensation each Plan Year commencing with the Plan Year in which the Participant has Separated from Service and then for the next \_\_\_\_ calendar years (not to exceed 5 calendar years) following the Plan Year in which the Participant Separated from Service.

- (3) ☐ Describe: \_\_\_\_\_

[Note: The Employer under Election 25(e)(3) may specify any definitely determinable contribution or allocation formula. No former Employee will be eligible to receive such an allocation for a calendar year beginning more than 5 years after the Employee Separated from Service.]

Eligible Former Employees. Such contributions will be made with respect to the following Participants (Choose (4) or (5)):

- (4) ☐ All Former Employees.  
 (5) ☐ The following Former Employees (Choose one or more of a. through e.):  
 a. ☐ Union Employees. Collectively bargained employees who participate in the following unions: \_\_\_\_\_  
 b. ☐ Non-Union Employees. Employees whose employment is not governed by a collective bargaining agreement between the Employer and employee representatives.  
 c. ☐ School superintendent.  
 d. ☐ School principals.  
 e. ☐ Describe inclusion: \_\_\_\_\_  
 (e.g., include administration Employees). [Note: Must be definitely determinable.]



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26. **NONELECTIVE CONTRIBUTION ALLOCATION (3.04(B)).** The Plan Administrator, subject to Section 3.06, will allocate to each Participant any Nonelective Contribution under the following contribution allocation formula (*Choose one or more of (a) through (g) as applicable.*):

- (a) ☐ **Pro rata.** As a uniform percentage of Participant Compensation.
- (b) ☐ **Permitted disparity (Integrated).** In accordance with the permitted disparity allocation provisions of Section 3.04(B)(2), under which the "Excess Compensation" means Compensation in excess of the integration level provided below (*Choose (1) or (2).*):
  - (1) ☐ **Percentage amount.** \_\_\_\_\_% (*not exceeding 100%*) of the Taxable Wage Base in effect on the first day of the Plan Year, rounded to the next highest \$\_\_\_\_\_ (*not exceeding the Taxable Wage Base*).
  - (2) ☐ **Dollar amount.** The following amount: \$\_\_\_\_\_ (*not exceeding the Taxable Wage Base in effect on the first day of the Plan Year*).
- (c) ☐ **Incorporation of contribution formula.** The Plan Administrator will allocate any Fixed Nonelective Contribution under Election 25(b) or Mandatory Employee Contributions under Election 18 in accordance with the contribution formula the Employer adopts under that Election.
- (d) ☒ **Classifications of Participants.** In accordance with the classifications allocation provisions of Section 3.04(B)(3). (*Complete (1) and (2).*):
  - (1) **Description of the classifications.** The classifications are (*Choose a. or b.*):
    - a. ☒ **Each in own classification.** Each Participant constitutes a separate classification.
    - b. ☐ **Describe the classifications:** \_\_\_\_\_

[*Note: Any classifications under Election 26(d) must be clearly defined in a manner that will not violate the definite predetermined allocation requirement of Treas. Reg. §1.401-1(b)(1)(ii) and can only be changed through a Plan amendment. The Employer must advise the Plan Administrator or Vendor in writing as to the allocation rate applicable to each Participant under Election 26(d)(1)a. or applicable to each classification under Elections 26(d)(1)b. for the allocation Plan Year.*]

- (2) **Allocation method within each classification.** Allocate the Nonelective Contribution within each classification as follows (*Choose a., b. or c.*):
  - a. ☐ **Pro rata.** As a uniform percentage of Compensation of each Participant within the classification.
  - b. ☒ **Flat dollar.** The same dollar amount to each Participant within the classification.
  - c. ☐ **Describe:** \_\_\_\_\_  
(*e.g., Allocate pro rata to group A and flat dollar to group B.*)
- (e) ☐ **Age-based.** In accordance with the age-based allocation provisions of Section 3.04(B)(4). The Plan Administrator will use the Actuarial Factors based on the following assumptions (*Complete both (1) and (2).*):
  - (1) **Interest rate.** (*Choose a., b. or c.*):
    - a. ☐ 7.5%      b. ☐ 8.0%      c. ☐ 8.5%
  - (2) **Mortality table.** (*Choose a. or b.*):
    - a. ☐ **UP-1984.** See Appendix C.
    - b. ☐ **Alternative:** \_\_\_\_\_  
(*Specify 1983 GAM, 1983 IAM, 1971 GAM or 1971 IAM and attach applicable tables using such mortality table and the specified interest rate as replacement Appendix C.*)

**Participating Employers.** The Nonelective Contributions will be allocated to all Participants regardless of which Employer directly employs them and regardless of whether their direct Employer made Nonelective Contributions for the Plan Year unless otherwise elected below or specified in a participation agreement. (*Choose if applicable.*):

- (f) ☒ The Plan Administrator will allocate the Nonelective Contributions made by the Signatory Employer and by any Participating Employer only to the Participants directly employed by the contributing Employer.

[*Note: If the Employer elects 26(f), the Employer should also elect 10(l)(b), to disregard the Compensation paid by "Y" Participating Employer in determining the allocation of the "X" Participating Employer contribution to a Participant (and vice versa) who receives Compensation from both X and Y.*]

- (g) ☐ **Describe:** \_\_\_\_\_  
(*e.g., Pro rata as to Campus A Participants and Permitted Disparity (two-tiered at 100% of the SSTWB) as to Campus B Participants.*)

27. [Reserved]

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28 **ALLOCATION CONDITIONS (3.06(B)/(C)).** The Plan does not apply any allocation conditions to: (1) Elective Deferrals; (2) Mandatory Employee Contributions; (3) Employee (after-tax) Contributions; or (4) Rollover Contributions. To receive an allocation of Matching Contributions, Nonelective Contributions or Participant forfeitures, a Participant must satisfy the following allocation condition(s) *(Choose (a) or (b). Choose (c) if applicable.)*:

- (a) ☒ **No conditions.** No allocation conditions apply to Matching Contributions; to Nonelective Contributions or to forfeitures.
- (b) ☐ **Conditions.** The following allocation conditions apply to the designated Contribution Type and/or forfeitures *(Choose one or more of (1) through (7). Choose Contribution Type as applicable.)*:

*[Note: For this Election 28, except as the Employer describes otherwise in Election 28(b)(7), Matching includes all Matching Contributions and Nonelective includes all Nonelective Contributions to which allocation conditions may apply.]*

	(1) Matching, Nonelective and Forfeitures		(2) Matching	(3) Nonelective	(4) Forfeitures
(1) <input type="checkbox"/> <b>None.</b>	N/A (See Election 28(a))		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> <b>501 Hours of Service/terminees</b> (91 consecutive days if Elapsed Time). See Section 3.06(B)(1)(b).	<input type="checkbox"/> <b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input type="checkbox"/> <b>Last day of the Plan Year.</b>	<input type="checkbox"/> <b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <input type="checkbox"/> <b>Last day of the Election 28(c) time period.</b>	<input type="checkbox"/> <b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) <input type="checkbox"/> <b>1,000 Hours of Service in the Plan Year</b> (182 consecutive days in Plan Year if Elapsed Time).	<input type="checkbox"/> <b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(6) <input type="checkbox"/> <b>Hours of Service within the Election 28(c) time period, (specify Hours of Service at contribution type but not exceeding 1,000 Hours of Service in a Plan Year).</b>	<input type="checkbox"/> <b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(7) <input type="checkbox"/> <b>Describe conditions:</b> _____ <i>(e.g., Last day of the Plan Year as to Nonelective Contributions for Participating Employer "A" Participants. No allocation conditions for Participating Employer "B" Participants.)</i>					
(c) <input type="checkbox"/> <b>Time period.</b> Under Section 3.06(C), apply Elections 28(b)(4), (b)(6) or (b)(7) to the specified contributions/forfeitures based on each <i>(Choose one or more of (1) through (5). Choose Contribution Type as applicable.)</i> :					
(1) <input type="checkbox"/> <b>Plan Year.</b>	<input type="checkbox"/> <b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> <b>Plan Year quarter.</b>	<input type="checkbox"/> <b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input type="checkbox"/> <b>Calendar month.</b>	<input type="checkbox"/> <b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <input type="checkbox"/> <b>Payroll period.</b>	<input type="checkbox"/> <b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) <input type="checkbox"/> <b>Describe time period:</b> _____					

*[Note: If the Employer elects 28(b)(4) or (b)(6), the Employer must choose (c). If the Employer elects 28(b)(7), choose (c) if applicable.]*

29. **ALLOCATION CONDITIONS - APPLICATION/WAIVER (3.06(D)/(F)).** Under Section 3.06(D), in the event of Severance from Employment as described below, apply or do not apply Election 28(b) allocation conditions to the specified contributions/forfeitures as follows *(If the Employer elects 28(b), the Employer must complete Election 29. Choose (a) or (b).)*:

*[Note: For this Election 29, except as the Employer describes otherwise in Election 28(b)(7), Matching includes all Matching Contributions and Nonelective includes all Nonelective Contributions to which allocation conditions may apply.]*

- (a) ☐ **Total waiver or application.** If a Participant incurs a Severance from Employment on account of or following death, Disability or attainment of Normal Retirement Age or Early Retirement Age *(Choose (1) or (2).)*:
- (1) ☐ **Do not apply allocation conditions.** Do not apply elected allocation conditions to Matching Contributions, to Nonelective Contributions or to forfeitures.
- (2) ☐ **Apply allocation conditions.** Apply elected allocation conditions to Matching Contributions, to Nonelective Contributions and to forfeitures.

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- (b) ☐ **Application/waiver as to Contribution Types events.** If a Participant incurs a Severance from Employment, apply allocation conditions *except* such conditions are waived if Severance from Employment is on account of or following death, Disability or attainment of Normal Retirement Age or Early Retirement Age as specified, and as applied to the specified Contribution Types/forfeitures (Choose one or more of (1) through (4). Choose Contribution Type as applicable.):

	(1) Matching, Nonelective and Forfeitures	(2) Matching	(3) Nonelective	(4) Forfeitures
(1) <input type="checkbox"/> <b>Death.</b>	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> <b>Disability.</b>	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input type="checkbox"/> <b>Normal Retirement Age.</b>	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <input type="checkbox"/> <b>Early Retirement Age.</b>	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

30. **FORFEITURE ALLOCATION METHOD (3.07).** [Note: Even if the Employer elects immediate vesting, the Employer should complete Election 30. See Section 7.07.] The Plan Administrator will allocate a Participant forfeiture attributable to all Contribution Types or attributable to all Nonelective Contributions or to all Matching Contributions as follows (Choose one or more of (a) through (g) and choose Contribution Type as applicable. Choose (f) only in conjunction with at least one other election.):

	(1) All Forfeitures	(2) Nonelective Forfeitures	(3) Matching Forfeitures
(a) <input type="checkbox"/> <b>Additional Nonelective.</b> Allocate as additional Discretionary Nonelective Contribution.	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> <b>Additional Match.</b> Allocate as additional Discretionary Matching Contribution.	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input checked="" type="checkbox"/> <b>Reduce Nonelective.</b> Apply to Nonelective Contribution.	<input checked="" type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> <b>Reduce Match.</b> Apply to Matching Contribution.	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> <b>Pro rata.</b> Allocate pro-rata based on Compensation.	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input checked="" type="checkbox"/> <b>Plan expenses.</b> Pay reasonable Plan expenses. (See Section 7.04(C).)	<input checked="" type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>
(g) <input type="checkbox"/> <b>Describe:</b> _____ (e.g., Forfeitures attributable to transferred balances from Plan X are allocated only to former Plan X participants.)			

31. **IN-PLAN ROTH ROLLOVER CONTRIBUTION (3.08(E)).** The following provisions apply regarding In-Plan Roth Rollover Contributions (Choose (a) or (b); also see Election (d)(1) in Appendix B; leave blank if Election 6(b)(1) is not selected.):

- (a) ☒ **Not Applicable.** The Plan does not permit In-Plan Roth Rollover Contributions.
- (b) ☐ **Applies.** The Plan permits In-Plan Roth Rollover Contributions to the extent permitted by the Investment Arrangement Documentation with regard to the following amounts. (Choose one or both of (1) and (2).)
- (1) ☐ **Otherwise distributable amounts.** This provision is effective the later of September 28, 2010, the Plan or Restatement Effective Date, or \_\_\_\_\_ (enter later effective date if applicable).
- (2) ☐ **Otherwise nondistributable amounts.** This provision is effective the later of January 1, 2013, the Plan or Restatement Effective Date, or \_\_\_\_\_ (enter later effective date if applicable).

32. **EMPLOYEE (AFTER-TAX) CONTRIBUTIONS (3.09).** The following additional elections apply to Employee Contributions under Election 6(e). (Choose (a) if applicable.):

- (a) ☐ **Additional limitations.** The Plan permits Employee Contributions subject to the following limitations, if any, in addition to those already imposed under the Plan: \_\_\_\_\_

#### ARTICLE 4 LIMITATIONS AND TESTING

33. [Reserved]

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# **ARTICLE 5** **VESTING REQUIREMENTS**

## **34. RETIREMENT AGE (5.01).**

**NORMAL RETIREMENT AGE.** A Participant attains Normal Retirement Age under the Plan and becomes fully Vested on the following date (*Choose one*):

- (a) ☒ **Specific age.** The date the Participant attains age 65.
- (b) ☐ **Age/participation.** The later of the date the Participant attains age \_\_\_\_\_ or the \_\_\_\_\_ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan.
- (c) ☐ **Sum of age plus service.** The date the Participant's age plus service equal \_\_\_\_\_.
- (d) ☐ **Describe:** \_\_\_\_\_  
(*For example, the later of the date the Participant attains age 65 or the date the Participant is credited with 10 Years of Service*)

**EARLY RETIREMENT AGE.** (*Choose (e), (f) or (g)*):

- (e) ☒ **Not applicable.** The Plan does not provide for an Early Retirement Age.
- (f) ☐ **Early Retirement Age.** Early Retirement Age is the later of: (i) the date a Participant attains age \_\_\_\_\_; (ii) the date a Participant reaches the \_\_\_\_\_ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan; or (iii) the date a Participant completes \_\_\_\_\_ Years of Service.

[*Note: The Employer should leave blank any of clauses (i), (ii) and (iii) which are not applicable.*]

If (f)(iii) is selected, "Years of Service" under this Election means (*Choose (1) or (2)*):

- (1) ☐ **Eligibility.** Years of Service for eligibility in Election 15.
- (2) ☐ **Vesting.** Years of Service for vesting in Elections 37 and 38.

- (g) ☐ **Describe:** \_\_\_\_\_

[*Note: Election of an Early Retirement Age does not affect the time at which a Participant may receive a Plan distribution.*]

**35. ACCELERATION ON DEATH, DISABILITY OR ATTAINMENT OF RETIREMENT AGE (5.01 and 5.02).** If selected below, then irrespective of any vesting schedule selected at Election 36, a Participant will be fully vested if the Participant incurs a Severance from Employment as a result of death or Disability or is employed on or after attainment of Early Retirement Age (*Choose one or more; leave blank if none apply or if the Plan provides full vesting for all Participants*):

- (a) ☒ **Death.**
- (b) ☒ **Disability.**
- (c) ☐ **Early Retirement Age.**

**36. VESTING SCHEDULE (5.03).** A Participant has a 100% Vested interest at all times in Accounts attributable to Elective Deferrals, Mandatory Employee Contributions, Employee (after-tax) Contributions, Nonelective Contributions to former Employees under Section 3.04(D), and Rollover Contributions. The following vesting schedules apply to Matching Contributions and to Nonelective Contributions (*Choose (a) or (b). Choose (c) if applicable.*):

- (a) ☒ **Immediate vesting.** 100% Vested at all times in all Accounts.

[*Note: The Employer should elect 36(b) if any Contribution Type is subject to a vesting schedule. If the Employer elects immediate vesting under 36(a), the Employer should not complete the balance of Election 36 or Elections 37 and 38, except as noted therein.*]

- (b) ☐ **Vesting schedules:** Apply the following vesting schedules (*Choose one or more of (1) through (4)*):

	(1) All Contributions		(2) Nonelective		(3) Matching
(1) <input type="checkbox"/> <b>Immediate vesting.</b>	N/A		<input type="checkbox"/>		<input type="checkbox"/>
(2) <input type="checkbox"/> <b>6-year graded.</b>	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>		<input type="checkbox"/>
(3) <input type="checkbox"/> <b>3-year cliff.</b>	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>		<input type="checkbox"/>

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<u>Years of Service</u>	<u>Vested %</u>
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____ or more	100 %

[Note: The vesting schedule must be at least as rapidly as a 15-year cliff (or a 20-year cliff for a group of employees limited to qualified public safety employees defined in Code §72(l)(10)(B)) or a 5 to 20 year graded vesting schedule.]

(c) ☐ **Special vesting provisions:** \_\_\_\_\_

[Note: Any special vesting provision specified under Election 36(c) must be definitely determinable. The vesting schedule must be at least as rapidly as a 15-year cliff (or a 20-year cliff for a group of employees limited to qualified public safety employees defined in Code §72(l)(10)(B)) or a 5 to 20 year graded vesting schedule.]

37. **YEAR OF SERVICE - VESTING (5.05).** (Complete (b). Choose (a) if other than 1,000 Hours of Service.); [Note: If the Employer elects the Elapsed Time Method or elects immediate vesting, the Employer should not complete Election 37 and 38 unless it elects to apply a Year of Service for vesting under Election 22(d), 25(b)(4) or Election 34(f)(2).]

(a) ☐ **Year of Service.** An Employee must complete at least \_\_\_\_\_ Hours of Service during a Vesting Computation Period to receive credit for a Year of Service under Article 5. [Note: If left blank, the requirement is 1,000.]

(b) **Vesting Computation Period.** The Plan measures a Year of Service based on the following 12-consecutive month period: (Choose (1) or (2)):

(1) ☐ **Plan Year.**

(2) ☐ **Anniversary Year.**

38. **EXCLUDED YEARS OF SERVICE - VESTING (5.05(C)).** The Plan excludes the following Years of Service for purposes of vesting (Choose one or more of (a) through (e) if applicable):

(a) ☐ **Age 18.** Any Year of Service before the Year of Service during which the Participant attained the age of 18.

(b) ☐ **Prior to Plan establishment.** Any Year of Service during the period the Employer did not maintain this Plan or a predecessor plan.

(c) ☐ **Parity Break in Service.** Any Year of Service excluded under the rule of parity. See Section 5.06(C).

(d) ☐ **Prior Plan terms.** Any Year of Service disregarded under the terms of the Plan as in effect prior to this restated Plan.

(e) ☐ **Other exclusions:** \_\_\_\_\_

[Note: Any exclusion specified under Election 38(e) must be definitely determinable.]

#### ARTICLE 6 DISTRIBUTION OF ACCOUNT BALANCE

39. **POST-SEVERANCE DISTRIBUTIONS.** The provisions in this Election 39 apply to distributions to Participants following Severance from Employment. (Complete (a), (b) and (c). Choose (d) and (e) if applicable.)

(a) **Mandatory Distribution (6.01(F)/6.08(D)).** The Plan provides or does not provide for Mandatory Distribution of a Participant's Vested Account Balance following Severance from Employment, as follows (Choose (1) or (2)):

(1) ☐ **No Mandatory Distribution.** The Plan will not make a Mandatory Distribution (i.e., Participant consent is required for all distributions) following Severance from Employment.

(2) ☒ **Mandatory Distribution.** The Plan will make a Mandatory Distribution following Severance from Employment to the extent permitted by the Investment Arrangement Documentation.

**Amount limit.** The Mandatory Distribution maximum amount is equal to (Choose a., b. or c.; Choose d. if applicable):

a. ☒ **\$5,000.**

b. ☐ **\$1,000.**

c. ☐ **Specify amount: \$\_\_\_\_\_.**

[Note: This election only applies to the Mandatory Distribution maximum amount. For other Plan provisions subject to a \$5,000 limit, see Election (g)(6) in Appendix B.]

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**Automatic IRA rollover.** With respect to Mandatory Distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed to the Participant unless otherwise elected below.

- d. ☐ If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$\_\_\_\_\_. (Specify an amount greater than \$0 and less than \$1,000.)

**Application of Rollovers to amount limit.** In determining whether a Participant's Vested Account Balance exceeds the Mandatory Distribution dollar limit in Election 39(a)(2), the Plan (Choose e. or f.):

- e. ☒ Disregards Rollover Contribution Account.

- f. ☐ Includes Rollover Contribution Account.

- (b) **Default Distribution Methods (6.03).** If the Investment Arrangement Documentation does not specify the distribution which would apply, the following distribution methods are available for a Participant, subject to any limitations in the Plan or the Investment Arrangement Documentation. (Choose one or more of (1) through (6)):

- (1) ☒ Lump-Sum.

- (2) ☐ Installments only if Participant subject to lifetime RMDs. A Participant who is required to receive lifetime RMDs may receive installments payable in monthly, quarterly or annual installments equal to or exceeding the annual RMD amount.

- (3) ☒ Installments.

- (4) ☐ Annuity. Distribution of an Annuity Contract that the Vendor provides or purchases with the Participant's Vested Account Balance.

- (5) ☒ Ad-Hoc distributions.

- (6) ☐ Describe distribution method(s): \_\_\_\_\_.

[Note: The Employer under Election 39(b)(6) may describe Severance from Employment distribution methods from the elections available under Election 39(b) and/or a combination thereof as to any: (i) Participant group (e.g., Division A Employee Accounts are distributable in a Lump-Sum OR Accounts of Employees hired after "x" date are distributable in a Lump-Sum. Division B Employee Accounts are distributable in a Lump-Sum or in Installments OR Accounts of Employees hired on/before "x" date are distributable in a Lump-Sum or in Installments.); (ii) Contribution Type (e.g., Discretionary Nonelective Contribution Accounts are distributable in a Lump-Sum. Fixed Nonelective Contribution Accounts are distributable in a Lump-Sum or in Installments); and/or (iii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 39(b)(6) must: (i) be objectively determinable and (ii) not be subject to Employer or Plan Administrator discretion.]

- (c) **Limitations on Distribution Methods (6.03).** An Investment Arrangement may distribute to a Participant (Choose (1) or (2) below):

- (1) ☐ Under any distribution method available under the Investment Arrangement Documentation.

- (2) ☒ Only under those distribution methods selected in Election 39(b) which are available under the Investment Arrangement Documentation.

- (d) ☐ **Delay of Distribution (6.01(B)).** Except as otherwise provided in the Plan (such as Mandatory Distributions and RMDs), distribution to a Participant who has incurred a Severance from Employment will not commence prior to (Choose (1) or (2)):

- (1) ☐ Attainment of age \_\_\_\_\_.

- (2) ☐ Describe: \_\_\_\_\_.

[Note: An Employer's election under Election 39(d) must: (i) be objectively determinable and (ii) not be subject to Employer or Plan Administrator discretion.]

- (e) ☐ **Acceleration.** Notwithstanding any later specified distribution date in this election, a Participant may elect an earlier distribution following Severance from Employment (Choose one or both of (1) and/or (2)):

- (1) ☐ **Disability.** If Severance from Employment is on account of Disability or if the Participant incurs a Disability following Severance from Employment.

- (2) ☐ **Hardship.** If the Participant incurs a hardship under Section 6.07(C) following Severance from Employment.

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40. **IN-SERVICE DISTRIBUTIONS/EVENTS (6.01(D)).** A Participant may elect an In-Service Distribution of the designated Contribution Type Accounts based on any of the following events in accordance with Section 6.01(D) (Choose (a) OR (b).):

[Note: If the Employer elects any In-Service Distribution option, a Participant may elect to receive as many In-Service Distributions per Plan Year (with a minimum of one per Plan Year) as the Plan Administrator's In-Service Distribution form or policy may permit. If the form or policy is silent, the number of In-Service Distributions is not limited.]

(a) ☐ **None.** The Plan does not permit any In-Service Distributions except as to RMDs under Section 6.02. Also see Section 6.01(D)(5) with regard to Rollover Contributions, and Employee Contributions.

(b) ☒ **Permitted.** In-Service Distributions are permitted as follows from the designated Contribution Type Accounts (Choose one or more of (1) through (9).):

[Note: Unless the Employer elects otherwise in Election (b)(9) below, Elective Deferrals under Election 40(b) includes Pre-Tax and Roth Deferrals; Elections under columns (3) and (4) apply to Employer contributions held in annuity contracts; Elections under column (5) apply to Employer contributions in Custodial Accounts.]

		(1) All Contrib.	(2) Elective Deferrals	(3) Matching Contrib.	(4) Nonelective/ Mandatory	(5) Custodial Account
(1)	<input type="checkbox"/> <b>None.</b> Except for Election 40(a) exceptions.	N/A (See Election 40(a))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2)	<input checked="" type="checkbox"/> <b>Age</b> (Choose one or more of a. through d.)					
a.	<input checked="" type="checkbox"/> <b>Age 59 1/2.</b> (must be at least 59 1/2).	<input type="checkbox"/> OR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b.	<input type="checkbox"/> <b>Age ____</b> (may be less than 59 1/2).	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	N/A
c.	<input type="checkbox"/> <b>Age and participation.</b> The Participant must have attained age ____ and completed ____ years of Plan participation or ____ Years of Service for purposes of vesting. (Fill in whichever blank applies.)	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d.	<input type="checkbox"/> <b>Upon attaining Normal Retirement Age</b> (Normal Retirement Age must be at least 59 1/2)	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3)	<input checked="" type="checkbox"/> <b>Hardship</b>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
(4)	<input type="checkbox"/> <b>Disability.</b>	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5)	<input type="checkbox"/> <b>____ year contributions.</b> (specify minimum of two years)	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	N/A
(6)	<input type="checkbox"/> <b>____ months of participation.</b> (specify minimum of 60 months)	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	N/A
(7)	<input type="checkbox"/> <b>Qualified Reservist Distribution.</b> See Section 6.01(D)(10).	N/A	<input type="checkbox"/>	N/A	N/A	N/A

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- (8) ☐ **Deemed Severance Distribution.** ☐ **OR** ☐ ☐ ☐ ☐ ☐  
See Section 6.11.

- (9) [ ] Describe: \_\_\_\_\_

[Note: The Employer under Election 40(b)(9) may describe In-Service Distribution provisions from the elections available under Election 40 and/or a combination thereof as to any: (i) Participant group (e.g., Division A Employee Accounts are distributable at age 59 1/2 OR Accounts of Employees hired on/before "x" date are distributable at age 59 1/2. No In-Service Distributions apply to Division B Employees OR to Employees hired after "x" date.); (ii) Contribution Type (e.g., Discretionary Nonelective Contribution Accounts are distributable on Disability. Fixed Nonelective Contribution Accounts are distributable on Disability or Hardship (non-safe harbor)); and/or (iii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 40(b)(9) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) not permit an "early" distribution of any Restricted 403(b) Accounts. See Sections 6.02(E) and 9.02(C)(3).]

41. IN-SERVICE DISTRIBUTIONS/ADDITIONAL CONDITIONS (6.01(D)). The following additional conditions apply to In-Service Distributions under Election 40(b) (*Choose (a), (b), (c), (d) and/or (e) if applicable*):

- (a) ☒ **100% vesting required for accounts that are subject to a vesting schedule.** A Participant may not receive an In-Service Distribution unless the Participant is 100% Vested in the distributing Account. This restriction applies to *(Choose one or more of (1) or (2))*:
- (1) ☒ **Hardship distributions.** Distributions based on hardship.
- (2) ☒ **Other In-Service.** In-Service distributions other than distributions based on hardship.
- (b) ☐ **Minimum amount.** A Participant may not receive an In-Service Distribution in an amount which is less than: \$\_\_\_\_\_ *(specify amount)*.
- (c) ☐ **Qualified Roth distribution.** A distribution from a Participant's Roth Deferral Account may only be made if the distribution is a qualified distribution within the meaning of Code §402A(2)(d).
- (d) ☐ **No hardship distribution from Roth Account.** If hardship distributions are permitted from Elective Deferrals, only Pre-Tax Elective Deferrals may be distributed.
- (e) ☐ **Describe other conditions:**

[Note: An Employer's election under Election 41(e) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) not permit an "early" distribution of any Restricted 403(b) Accounts. See Section 6.02(E).]

42. JOINT AND SURVIVOR ANNUITY REQUIREMENTS (6.04). The joint and survivor annuity distribution requirements of Section 6.04 do not apply unless otherwise elected below (Choose (a) only if the Employer wishes to follow the Joint and survivor annuities rules to which the plan would otherwise not be subject.):

- (a) [ ] **Joint and survivor annuity applicable.** Section 6.04 applies to all Participants *(if selected, then annuities are a form of distribution under the Plan even if 39(b)(4) is not selected)*;

**One-year marriage rule.** Under Section 6.04(H) (Choose (1) or (2)):

- (1) ☒ **Applies.** The one-year marriage rule applies.
- (2) ☐ **Does not apply.** The one-year marriage rule does not apply.

## ARTICLE 7

### ADMINISTRATIVE PROVISIONS

43. **PLAN LOANS** (7.06). The Employer makes the following elections regarding Plan Loans (*Choose (a) or (b).*):

- (a) ☐ **No Loans.** Plan loans are not permitted.
- (b) ☒ **Loans allowed.** Plan loans are permitted subject to limitations of the Investment Arrangement Documentation.

44. **ROLLOVER CONTRIBUTIONS** (3.08, 7.04(A)(1)). The Employer makes the following elections regarding rollover contributions, other than in-plan Roth rollovers (*Choose (a) or (b).*):

- (a) ☐ **No Rollover.** Rollover Contributions are not permitted into the Plan.
- (b) ☒ **Rollovers allowed.** The Plan Administrator may accept Rollover Contributions into the Plan subject to Investment Arrangement Documentation, and Plan terms and policies.



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# **ARTICLE 10** **MULTIPLE EMPLOYER PLAN**

45. MULTIPLE EMPLOYER PLAN (10.01/10.02/10.03). The Employer makes the following elections regarding the Plan's Multiple Employer Plan status and the application of Article 10 (*Choose (a) or (b).*):

- (a) ☐ **Not applicable.** The Plan is not a Multiple Employer Plan and Article 10 does not apply.
- (b) ☒ **Applies.** The Plan is a Multiple Employer Plan and the Article 10 Effective Date is: January 1, 2009. The Employer makes the following additional elections (*Choose (1) or (2)*):
- (1) ☐ **Participating Employer may modify.** See Section 10.03. A Participating Employer in the Participation Agreement may modify Adoption Agreement elections applicable to each Participating Employer (including electing to not apply Adoption Agreement elections) as follows (*Choose a. or b.; choose c. if applicable.*):
- a. ☐ **All.** May modify all elections.
- b. ☐ **Specified elections.** May modify the following elections: \_\_\_\_\_ (*specify by election number*).
- c. ☐ **Restrictions.** May modify subject to the following additional restrictions: \_\_\_\_\_  
(*Specify restrictions. Any restrictions must be definitely determinable and may not violate Code §413 or the regulations thereunder.*)
- (2) ☒ **Participating Employer may not modify.** See Section 10.03. A Participating Employer in the Participation Agreement may not modify any Adoption Agreement elections.

*[Note: The Participation Agreement must be consistent with this Election 45(b). Any Participating Employer election in the Participation Agreement which is not permitted under this Election 45(b) is of no force or effect and the applicable election in the Adoption Agreement applies. The IRS has not reviewed the provisions of Article 10, and the Employer cannot rely on the Advisory Letter with regard to the validity of these provisions.]*

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Date: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
*[print representative name/title]*

Vendor: \_\_\_\_\_

*[vendor signature is optional]*

**Use of Adoption Agreement.** Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the basic plan document referenced by its document number on Adoption Agreement page one.

**Execution for Page Substitution Amendment Only.** If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) \_\_\_\_\_ effective \_\_\_\_\_, by substitute Adoption Agreement page number(s) \_\_\_\_\_. The Employer should retain all Adoption Agreement Execution Pages and amended pages.

**Volume Submitter Practitioner.** The Volume Submitter Practitioner identified on the first page of the basic plan document will notify all adopting Employers of any amendment to this Volume Submitter Plan or of any abandonment or discontinuance by the Volume Submitter Practitioner of its maintenance of this Volume Submitter Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Practitioner of any change in address or contact information. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and the Volume Submitter Practitioner no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Volume Submitter Plan, the Volume Submitter Practitioner's intended meaning of any Plan provisions or the effect of the Advisory Letter issued to the Volume Submitter Practitioner, please contact the Volume Submitter Practitioner at the following address and telephone number:

Name: John PapahronisAddress: Tenth Floor, Two Leadership SquareOklahoma City Oklahoma 73102Telephone: 405-552-2231

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**APPENDIX A**  
**SPECIAL RETROACTIVE OR PROSPECTIVE EFFECTIVE DATES**

**SPECIAL EFFECTIVE DATES (1.23).** The Employer elects or does not elect Appendix A special Effective Date(s) as follows. (Choose (a) or one or more of (b) through (q).):

[Note: If the Employer elects (a), do not complete the balance of this Appendix A]

(a) ☐ **Not applicable.** The Employer does not elect any Appendix A special Effective Dates.

[Note: The Employer may use this Appendix A to specify an Effective Date for one or more Adoption Agreement elections which does not correspond to the Plan's new Plan or Restated Plan Effective Date under Election 5. As to Restated Plans, for periods prior to: (i) the below-specified special Effective Date(s) or (ii) the Restated Plan's general Effective Date under Election 5, as applicable, the Plan terms in effect prior to its restatement under this Adoption Agreement control for purposes of the designated provisions.]

(b) ☒ **Contribution Types (1.12).** The Contribution Types under Election(s) 6, b are effective: May 1, 2019.

(c) ☐ **Excluded Employees (1.35).** The Excluded Employee provisions under Election(s) 7 are effective: \_\_\_\_\_.

(d) ☐ **Compensation (1.11).** The Compensation definition under Election(s) \_\_\_\_\_ (specify 8 - 10 as applicable) are effective: \_\_\_\_\_.

(e) ☐ **Hour of Service/Elective Service Crediting (1.40/1.66(A)).** The Hour of Service and/or elective Service crediting provisions under Election(s) \_\_\_\_\_ (specify 11 - 12 as applicable) are effective: \_\_\_\_\_.

(f) ☐ **Eligibility (2.01-2.03).** The eligibility provisions under Election(s) \_\_\_\_\_ (specify 14 - 17 as applicable) are effective: \_\_\_\_\_.

(g) ☐ **Mandatory Employee Contributions (3.04(A)(3)).** The Mandatory Employee Contribution provisions under Election 18 are effective: \_\_\_\_\_.

(h) ☐ **Elective Deferrals (3.02(A)-(F)).** The Elective Deferral provisions under Election(s) \_\_\_\_\_ (specify 19 - 21 as applicable) are effective: \_\_\_\_\_.

(i) ☐ **Matching Contributions (3.03).** The Matching Contribution provisions under Election(s) \_\_\_\_\_ (specify 22 - 23 as applicable) are effective: \_\_\_\_\_.

(j) ☒ **Nonelective Contributions (3.04).** The Nonelective Contribution provisions under Election(s) 25a, 26d (specify 25 - 27 as applicable) are effective: January 1, 2020.

(k) ☐ **Allocation conditions (3.06).** The allocation conditions under Election(s) \_\_\_\_\_ (specify 28 - 29 as applicable) are effective: \_\_\_\_\_.

(l) ☐ **Forfeitures (3.07).** The forfeiture allocation provisions under Election 30 \_\_\_\_\_ are effective: \_\_\_\_\_.

(m) ☐ **In-Plan Roth Rollovers (3.08(E)).** The In-Plan Roth Rollover provisions under Election 31 \_\_\_\_\_ are effective: \_\_\_\_\_.

(n) ☐ **Employee Contributions (3.09).** The Employee Contribution provisions under Election 32 \_\_\_\_\_ are effective: \_\_\_\_\_.

(o) ☐ **Vesting (5.03).** The vesting provisions under Election(s) \_\_\_\_\_ (specify 34 - 38 as applicable) are effective: \_\_\_\_\_.

(p) ☒ **Distributions (6.01, 6.03 and 6.04).** The distribution elections under Election(s) 40b2 (specify 39 - 42 as applicable) are effective: January 1, 2020.

(q) ☐ **Special Effective Date(s) for other elections (specify elections and dates):** \_\_\_\_\_.

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# **APPENDIX B** **BASIC PLAN DOCUMENT OVERRIDE ELECTIONS**

**BASIC PLAN OVERRIDES.** The Employer elects or does not elect to override various basic plan provisions as follows (*Choose (a) or choose one or more of (b) through (i).*):

[*Note: If the Employer elects (a), do not complete the balance of this Appendix B.*]

(a) ☐ **Not applicable.** The Employer does not elect to override any basic plan provisions.

[*Note: The Employer at the time of restating its Plan with this Adoption Agreement may make an election on Appendix A (Election (g)) to specify a special Effective Date for any override provision the Employer elects in this Appendix B. If the Employer, after it has executed this Adoption Agreement, later amends its Plan to change any election on this Appendix B, the Employer should document the Effective Date of the Appendix B amendment on the Execution Page or otherwise in the amendment.*]

(b) ☐ **Definition (Article 1) overrides.** (*Choose one or more of (1) through (5) if applicable.*):

(1) ☐ **Compensation Overrides.** (*Choose one or more of a., b., and c.*):

- a. ☐ **W-2 Compensation exclusion of paid/reimbursed moving expenses (1.11(B)(1)).** W-2 Compensation excludes amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that, at the time of payment, it is reasonable to believe that the Employee may deduct these amounts under Code §217.
- b. ☐ **Alternative (general) 415 Compensation (1.11(B)(4)).** The Employer elects to apply the alternative (general) 415 definition of Compensation in lieu of simplified 415 Compensation.
- c. ☐ **Inclusion of Deemed 125 Compensation (1.11(C)).** Compensation under Section 1.11 includes Deemed 125 Compensation.

(2) ☐ **Treatment of Differential Wage Payments (1.11(L)).** In lieu of the provisions of Section 1.11(L), the Employer elects the following (*Choose one or more of a., b., c., and d.*):

- a. ☐ **Effective date.** The inclusion is effective for Plan Years beginning after \_\_\_\_\_ (*may not be earlier than December 31, 2008*).
- b. ☐ **Elective Deferrals only.** The inclusion only applies to Compensation for purposes of Elective Deferrals.
- c. ☐ **Not included.** The inclusion does not apply to Compensation for purposes of any Contribution Type.
- d. ☐ **Other:** \_\_\_\_\_  
(*specify other Contribution Type Compensation which includes Differential Wage Payments*)

(3) ☐ **Alternate Definition of Disability (1.19).** Disabled means \_\_\_\_\_.

(4) ☐ **Inclusion of Reclassified Employees (1.35(D)).** The Employer for purposes of the following Contribution Types, does not exclude Reclassified Employees (or the following categories of Reclassified Employees): \_\_\_\_\_ (*specify Contribution Types and/or categories of Reclassified Employees*).

(5) ☐ **Transition Rules (1.35(F)).** The following transition rules related to eligibility to make elective deferrals do not apply: \_\_\_\_\_

(c) ☐ **Participation (Article 2) overrides.** The Plan disregards Service following a Separation from Service or Break in Service, as follows: \_\_\_\_\_  
(*specify conditions in a manner that is definitely determinable and precludes Employer discretion. This could include the one year hold-out Break in Service rule under Code §410(a)(5)(C) or the rule of parity under ERISA §202(b)(4).*)

(d) ☐ **Contribution/allocation (Article 3) overrides.** (*Choose one or more of (1) through (6) if applicable.*):

(1) ☐ **Roth overrides.** (*Choose one or more of a. through e.*):

- a. ☐ **Treatment of Automatic Deferrals as Roth Deferrals (3.02(B)).** The Employer elects to treat Automatic Deferrals as Roth Deferrals in lieu of treating Automatic Deferrals as Pre-Tax Deferrals.
- b. ☐ **In-Plan Roth Rollovers limited to In-Service only (3.08(E)(2)(a)).** Only Participants who are Employees may elect to make an In-Plan Roth Rollover Contribution.
- c. ☐ **Vested In-Plan Roth Rollovers (3.08(E)(2)(b)).** Distributions related to In-Plan Roth Rollovers may only be made from accounts which are fully Vested.

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- d. ☐ **Source of In-Plan Roth Rollover Contribution (3.08(E)(3)(b)).** The Plan permits an In-Plan Roth Rollover only from the following qualifying sources (*Choose one or more.*):
- (i) ☐ Elective Deferrals
  - (ii) ☐ Matching Contributions
  - (iii) ☐ Nonelective Contributions
  - (iv) ☐ Rollovers
  - (v) ☐ Transfers
  - (vi) ☐ Other: \_\_\_\_\_  
(specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)
- e. ☐ **No transfer of loans.** Loans may not be distributed as part of an In-Plan Roth Rollover Contribution, (if not selected, any loans may be transferred)
- (2) ☐ **Short Plan Year or allocation period (3.06(B)(1)(c)).** Instead of pro-rata based on days, the Plan Administrator (*Choose a. or b.*):
- a. ☐ **No pro-rata.** Will *not* pro-rate Hours of Service in any short allocation period.
  - b. ☐ **Pro-rata based on months.** Will pro-rate any Hour of Service requirement based on the number of months in the short allocation period.
- (3) ☐ **Limited waiver of allocation conditions for rehired Participants (3.06(G)).** The allocation conditions the Employer has elected in the Adoption Agreement do not apply to rehired Participants in the Plan Year they resume participation, as described in Section 3.06(G).
- (4) ☐ **HEART Act continued benefit accrual (3.10(K)).** The Employer elects to apply the benefit accrual provisions of Section 3.10(K).
- (5) ☐ **Matching on Pre-entry Deferrals (3.03(A)).** Instead of disregarding pre-entry deferrals, the Plan Administrator will take Elective Deferrals into account in computing Matching Contributions, even if the deferrals were made before the Participant became eligible for the match.
- (6) ☐ **Classifications allocation formula (3.04(B)(3)).** If a Participant shifts from one classification to another during a Plan Year, the Plan Administrator will apportion the Participant's allocation during that Plan Year (*Choose a., b. or c.*):
- a. ☐ **Months in each classification.** Pro rata based on the number of months the Participant spent in each classification.
  - b. ☐ **Days in each classification.** Pro rata based on the number of days the Participant spent in each classification.
  - c. ☐ **One classification only.** The Employer will direct the Plan Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.
- (c) ☐ **Testing (Article 4) overrides. (*Choose one or both of (1) and (2) if applicable.*):**
- (1) ☐ **First few weeks rule for Code §415 testing Compensation (4.05(D)(1)).** The Plan applies the first few weeks rule in Section 4.05(F)(1).
  - (2) ☐ **Code §415 (Article 4) override (4.02(D), (F)).** Because of the required aggregation of multiple plans, to satisfy Code §415, the following overriding provisions apply: \_\_\_\_\_  
(Specify such language as necessary to satisfy Code §415, e.g., the Employer will reduce Annual Additions to this plan before reducing Annual Additions to other plans.)
- (f) ☐ **Vesting (Article 5) overrides. (*Choose one or both of (1) and (2) if applicable.*):**
- (1) ☐ **Alternative separate account vesting formula (5.03(C)(2)).** The Employer elects the alternative vesting formula described in Section 5.03(C)(2).
  - (2) ☐ **Vesting exclusions (5.06(D)).** For purposes of determining vesting, the Plan disregards Service following a Separation from Service or Break in Service, or Forfeiture Break in Service as follows: \_\_\_\_\_  
(specify conditions in a manner that is definitely determinable and precludes Employer discretion. This could include the one year hold-out Break in Service rule under Code §411(a)(6)(B) or the rule of parity under Code §411(a)(6)(D)).

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- (1) ☐ **Restriction on In-Service Distributions of Rollovers/Employee Contributions (6.01(D)(5)).** In lieu of permitting a Participant to receive a distribution of Rollover Contributions and Employee Contributions at any time, a distribution may only be made in accordance with the following (Choose one or more of a. through e.):
- a. ☐ **Not permitted.** In-service distributions of Rollover Contributions and Employee Contributions are not permitted.
  - b. ☐ **Deferrals.** Under the same provisions which apply to Elective Deferrals.
  - c. ☐ **Match.** Under the same provisions which apply to Matching Contributions.
  - d. ☐ **Nonelective.** Under the same provisions which apply to Nonelective Contributions.
  - e. ☐ **Other:** \_\_\_\_\_.

[Note: The Employer under this Election (g)(1)e. in Appendix B may describe restrictions on In-Service Distributions of Rollover Contributions and Employee Contributions using the options available for In-Service Distributions under Election 40 and/or a combination thereof as to all Participants or as to any Participant group. An Employer's election under Election (g)(1)e. in Appendix B must: (i) be objectively determinable and (ii) not be subject to Employer discretion.]

(2) ☐ **Elections related to In-Plan Roth Rollovers (6.01(D)(7)).** (Choose one or both of a. and b.):

- a. ☐ **In-Service Roth Rollover events.** The Employer elects to permit In-Service Distributions under the following conditions solely for purposes of making an In-Plan Roth Rollover Contribution (Choose one or more of (i) through (iv); Choose (v) if applicable.):
- (i) ☐ **Age.** The Participant has attained age \_\_\_\_\_.
  - (ii) ☐ **Participation.** The Participant has \_\_\_\_\_ months of participation (specify minimum of 60 months). Section 6.01(C)(4)(a)(i).
  - (iii) ☐ **Seasoning.** The amounts being distributed have accumulated in the Plan for at least \_\_\_\_\_ years (at least 2). See Section 6.01(C)(4)(a)(i).
  - (iv) ☐ **Other (describe):** \_\_\_\_\_  
(must be definitely determinable and not subject to Employer discretion (e.g., age 50, but only with respect to Nonelective Contributions, and not Matching Contributions))
- [Note: Regardless of any election above to the contrary, In-Plan Roth Rollover Contributions are not permitted from a Participant's Elective Deferral Account prior to age 59 1/2.]
- (v) ☐ **Distribution for withholding.** A Participant may elect to have a portion of the amount that may be distributed as an In-Plan Roth Rollover Contribution distributed solely for purposes of federal or state income tax withholding related to the In-Plan Roth Rollover Contribution.

b. ☐ **Minimum amount.** The minimum amount that may be rolled over is \$\_\_\_\_\_.

(3) ☐ **Pre-2009 Annuity Contracts (6.01(D)(9)).** The special in-service distribution rules for pre-2009 annuity contracts will not apply.

(4) ☐ **Annuity Distributions (6.04).** (Choose one or both of a. and b.):

- a. ☐ **Modification of QJSA (6.04(A)(3)).** The Survivor Annuity percentage will be \_\_\_\_\_%. (Specify a percentage between 50% and 100%.)
- b. ☐ **Modification of QPSA (6.04(B)(2)).** The QPSA percentage will be \_\_\_\_\_%. (Specify a percentage between 50% and 100%.)

(5) ☐ **Alternate Domestic Relations Procedure (6.05(D)).** The Plan will apply the alternate domestic relations procedure in Section 6.05(D).

(6) ☐ **Replacement of \$5,000 amount (6.09).** All Plan references (except in Section 3.02(D)) to "\$5,000" will be \$\_\_\_\_\_. (Specify an amount less than \$5,000.)

(h) ☐ **Administrative overrides (Article 7).** (Choose one or more of (1) through (8) if applicable.):

- (1) ☐ **Automatic revocation of spousal designation (7.05(A)(1)).** The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
- (2) ☐ **Limitation on frequency of Beneficiary designation changes (7.05(A)(4)).** Except in the case of a Participant incurring a major life event, a period of at least \_\_\_\_\_ must elapse between Beneficiary designation changes. (Specify a period of time, e.g., 90 days OR 12 months.)
- (3) ☐ **Definition of "spouse" (7.05(A)(5)).** The following definition of "spouse" applies: \_\_\_\_\_ (Specify a definition.)

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[Note: This definition shall apply for all Plan purposes other than Section 6.02 related to required minimum distributions, and Sections 6.04 and 7.05(A)(3) related to QJSAs, QPSAs, and related spousal rights. For example, the selected definition will apply to the determination of default beneficiary designations.]

- (4) ☐ Administration of default provision; default Beneficiaries (7.05(C)). The following list of default Beneficiaries will apply: \_\_\_\_\_ (Specify, in order, one or more Beneficiaries who will receive the interest of a deceased Participant.)
- (5) ☐ Subsequent restoration of forfeiture-sources and ordering (7.07(A)(3)). Restoration of forfeitures will come from the following sources, in the following order \_\_\_\_\_ (Specify, in order, one or more of the following: Forfeitures, Employer Contribution, Earnings.)
- (6) ☐ State law (7.09(H)). The law of the following state will apply: \_\_\_\_\_ (Specify one of the 50 states or the District of Columbia, or other appropriate legal jurisdiction, such as a territory of the United States or an Indian tribal government.)
- (7) ☐ Fee Recapture Account (7.04(D)). The Plan Administrator will allocate excess funds in the Fee Recapture Account as follows: (Choose a., b. or c.)
- ☐ Each Participant Account will receive an allocation based on the funds in which that Account was invested and the revenue sharing rates associated with those funds.
  - ☐ The excess funds will be allocated pro rata based on account balance.
  - ☐ The excess funds will be allocated per capita among Participants with Account Balances greater than zero, without regard to the amount of the Account Balance.
- (8) ☐ Limitation to spouse (7.05(A)(3)). The limitation on the designation of nonspousal beneficiaries described in Section 7.05(A)(3) applies. (Do not make this election if the Employer has elected to apply the joint and survivor annuity rules in Election 42.)
- (i) ☐ Transfer overrides (Article 9). (Choose one or more of (1) through (3) if applicable.):
- ☐ Exchanges within Plan (9.06(B)(1)). In lieu of Section 9.06(B)(1) permitting transfers to (and only to) other Investment Arrangements then authorized to receive ongoing contributions under the Plan (i.e., payroll slot Vendors), the following applies (Choose a., b. or c.):
    - ☐ The Plan does not provide for or permit such exchanges.
    - ☐ The Plan provides for and permits such exchanges, to any other Investment Arrangements under the Plan.
    - ☐ The Plan provides for and permits such transfers under the following circumstances: \_\_\_\_\_.
  - ☐ Contract exchange to Vendor which is not part of Plan (9.06(B)(3)). In lieu of Section 9.06(B)(3), permitting exchanges of investment arrangements described in section 9.06(B)(3), the following applies (Choose a., b. or c.):
    - ☐ The Plan does not provide for or permit such exchanges.
    - ☐ The Plan provides for and permits such exchanges in the Plan Administrator's discretion, which shall be exercised in accordance with Section 9.06(B)(3).
    - ☐ The Plan provides for and permits such exchanges, subject to Section 9.06(B)(3), under the following circumstances: \_\_\_\_\_.
  - ☐ Plan-to-Plan Transfers (9.06(B)(2)). In lieu of Section 9.06(B)(2) which does not permit or provide for such transfers to this Plan, the Plan allows transfers to this Plan as elected below (Choose a., b., c. or d. if applicable):
    - ☐ The Plan allows such transfers to this Plan.
    - ☐ The Plan provides for and permits such transfers to other Plans in addition to permitting transfers to this Plan.
    - ☐ The Plan provides for and permits such transfers to other Plans but does not permit or provide for such transfers to this Plan.
    - ☐ The Plan provides for and permits such transfers under the following circumstances: \_\_\_\_\_.

Eligible Employees. If a., b., c. or d. is selected, such transfers are allowed for all Eligible Employees unless otherwise elected below (Choose e., f. or g. if applicable):

    - ☐ current employees only.
    - ☐ current and former Employees.
    - ☐ only if the Employee is part of a class of Employees whose assets are being transferred as a result of a merger or acquisition.

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**APPENDIX C**  
**TABLE I: ACTUARIAL FACTORS**  
 UP-1984, Without Setback

Number of years from attained age at the end of Plan Year until Normal Retirement Age	7.50%	8.00%	8.50%
0	8.458	8.196	7.949
1	7.868	7.589	7.326
2	7.319	7.027	6.752
3	6.808	6.506	6.223
4	6.333	6.024	5.736
5	5.891	5.578	5.286
6	5.480	5.165	4.872
7	5.098	4.782	4.491
8	4.742	4.428	4.139
9	4.412	4.100	3.815
10	4.104	3.796	3.516
11	3.817	3.515	3.240
12	3.551	3.255	2.986
13	3.303	3.014	2.752
14	3.073	2.790	2.537
15	2.859	2.584	2.338
16	2.659	2.392	2.155
17	2.474	2.215	1.986
18	2.301	2.051	1.831
19	2.140	1.899	1.687
20	1.991	1.758	1.555
21	1.852	1.628	1.433
22	1.723	1.508	1.321
23	1.603	1.396	1.217
24	1.491	1.293	1.122
25	1.387	1.197	1.034
26	1.290	1.108	0.953
27	1.200	1.026	0.878
28	1.116	0.950	0.810
29	1.039	0.880	0.746
30	0.966	0.814	0.688
31	0.899	0.754	0.634
32	0.836	0.698	0.584
33	0.778	0.647	0.538
34	0.723	0.599	0.496
35	0.673	0.554	0.457
36	0.626	0.513	0.422
37	0.582	0.475	0.389
38	0.542	0.440	0.358
39	0.504	0.407	0.330
40	0.469	0.377	0.304
41	0.436	0.349	0.280
42	0.406	0.323	0.258
43	0.377	0.299	0.238
44	0.351	0.277	0.219
45	0.327	0.257	0.202

*Note:* A Participant's Actuarial Factor under Table I is the factor corresponding to the number of years until the Participant reaches Normal Retirement Age under the Plan. A Participant's age as of the end of the current Plan Year is age on the Participant's last birthday. For any Plan Year beginning on or after the Participant's attainment of Normal Retirement Age, the factor for "zero" years applies.

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**APPENDIX C**  
**TABLE II: ADJUSTMENT TO ACTUARIAL FACTORS FOR NORMAL RETIREMENT AGE**  
**OTHER THAN 65**  
 UP-1984  
 Without Setback

<u>Normal Retirement Age</u>	<u>7.50%</u>	<u>8.00%</u>	<u>8.50%</u>
55	1.2242	1.2147	1.2058
56	1.2043	1.1959	1.1879
57	1.1838	1.1764	1.1694
58	1.1627	1.1563	1.1503
59	1.1411	1.1357	1.1305
60	1.1188	1.1144	1.1101
61	1.0960	1.0925	1.0891
62	1.0726	1.0700	1.0676
63	1.0488	1.0471	1.0455
64	1.0246	1.0237	1.0229
65	1.0000	1.0000	1.0000
66	0.9752	0.9760	0.9767
67	0.9502	0.9518	0.9533
68	0.9251	0.9274	0.9296
69	0.8998	0.9027	0.9055
70	0.8740	0.8776	0.8810
71	0.8478	0.8520	0.8561
72	0.8214	0.8261	0.8307
73	0.7946	0.7999	0.8049
74	0.7678	0.7735	0.7790
75	0.7409	0.7470	0.7529
76	0.7140	0.7205	0.7268
77	0.6874	0.6942	0.7008
78	0.6611	0.6682	0.6751
79	0.6349	0.6423	0.6494
80	0.6090	0.6165	0.6238

*Note:* Use Table II only if the Normal Retirement Age for any Participant is not 65. If a Participant's Normal Retirement Age is not 65, adjust Table I by multiplying all factors applicable to that Participant in Table I by the appropriate Table II factor.

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APPENDIX D

[Note: The Employer may modify this Appendix without the need of a Plan amendment.]

INVESTMENT ARRANGEMENTS (8.01).

(a) ☐ The Employer will remit contributions (including deferrals) to the following Vendors and Investment Arrangements:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

(b) ☐ The following Vendors and/or Investment Arrangements were previously approved for the receipt of Plan contributions but are not currently approved:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

(c) ☐ The plan has entered into Information Sharing Agreements with the following Vendors and their products are approved for Contract exchanges under Section 9.06(B)(3):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

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**ADMINISTRATIVE FUNCTION DELEGATION.** The administrative functions listed below are delegated as shown. *[Make at least one selection for each item below.]*

	Employer	Plan Administrator	Vendor	Other (Specify)
a. Determining employee eligibility to participate	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Determine participant vested percentages	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Determining whether deferrals comply with plan limits and are correctly calculated	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Determining accuracy of matching contributions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Determining whether hardship distributions and loans (if any) comply with plan requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Make determinations regarding rollovers and transfers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Determining the status of domestic relations orders	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Determining whether the plan complies with Code §403(b), taking into account the rules concerning Related Employers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Determining employer status (e.g., type of employer, related employer status)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Remitting contributions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Delivery of participant notice	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Maintain employee records	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Review and process claims	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n. Communication with vendor(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
o. Describe: _____				

*[On line o. enter other delegated functions and the parties to whom they are delegated, or specify restrictions which apply to one or more functions (e.g., the Vendor will determine if a participant qualifies for a hardship distribution but the Plan Administrator will determine whether loans exceed Code limitations).]*

Effective Date of this Appendix D: \_\_\_\_\_

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**403(b) ADOPTION AGREEMENT  
ADMINISTRATIVE PROCEDURES ADDENDUM**

*The following are optional administrative provisions. The Plan Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.*

AP1. PLAN LOAN PROVISIONS (7.06). Note: For plans subject to ERISA, the loan program required by the DOL will override any inconsistent selections made below. (Complete this question only if loans to Participants are permitted (i.e., if option 43(b) of the Adoption Agreement has been selected). Choose all that apply

- (a) ☒ **Limitation of Loan Amount.** A Participant (Choose (1) or (2)):
- (1) ☒ May not borrow less than \$1,000 in any single loan.
- (2) ☐ May not borrow less than \$\_\_\_\_\_ (not more than \$1,000) in any single loan.
- (b) ☒ **Loan Interest Rate.** The interest rate on a Plan loan will be a commercially reasonable rate established by the Administrator unless this option (b) is selected ((Choose (1) or (2)):
- (1) ☒ **Prime plus.** Fixed at 2% (insert percentage) above Wall Street Journal's published prime rate.
- (2) ☐ **Specified rate:** \_\_\_\_\_.
- (c) ☒ **Home loan term.** The Plan does not permit the term of a loan to exceed 5 years unless this option (c) is selected. If selected, the maximum loan term for a loan used to acquire a Participant's principal residence will be (Choose (1) or (2)):
- (1) ☒ up to 15 years.
- (2) ☐ up to \_\_\_\_\_ years.
- (d) ☐ **Leaves of absence.** The Plan does not suspend loan payments for any leave of absence unless selected below. If selected, a loan may be suspended for a period of up to one year following an approved leave of absence, or, in the case of a military leave of absence up to the length of military leave. The Plan Administrator will allow suspense of loan payments for the following reasons (Choose one or more of (1)(a) and (2)(a)):
- (1) ☐ **Military**
- a. ☐ A Participant may suspend loan payments for military leave.
- (2) ☐ **Non-military**
- a. ☐ A Participant may suspend loan payments for non-military leave.
- (e) ☒ **Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless a Participant is not subject to payroll):
- (1) ☒ payroll deduction for those Participants who are on the Employer's payroll
- (2) ☐ ACH (Automated Clearing House)
- (3) ☐ check
- a. ☐ Only for prepayment
- (f) ☐ **Refinancing.** Loan refinancing is not permitted unless option (1) is selected.
- (1) ☐ **Loan refinancing is permitted.** A refinance for purposes of the limit on number of loans is (Choose a. or b.):
- a. ☐ Not treated as an additional loan.
- b. ☐ Treated as an additional loan.
- (g) ☒ **Purpose** (Choose (1) or (2)):
- (1) ☒ Any reasonable purpose.
- (2) ☐ May not borrow except for: \_\_\_\_\_
- (h) ☒ **Account ordering.** Loan will come first from (Roth, pre-tax deferrals or other accounts): (Choose (1) through (3)):
- (1) ☐ Participant's choice.
- (2) ☒ Plan Administrator's choice.
- (3) ☐ As follows:
- a. ☐ first: \_\_\_\_\_
- b. ☐ second: \_\_\_\_\_
- c. ☐ third: \_\_\_\_\_
- (i) ☒ **Directed/general Plan investment** (Choose (1) or (2)):
- (1) ☐ Directed.
- (2) ☒ General.
- (j) ☒ **Charges.** (Choose (1) or (2)):
- (1) ☒ apply to borrower's account.
- (2) ☐ apply to overall Plan or Employer pays.

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- (k) ☒ **Loan acceleration.** Upon the following *(Choose one or more of (1) and (2))*:
- (1) ☒ Separation/severance. Not applicable to parties in interest (if Plan is subject to ERISA). All outstanding loan balances will become due and payable in their entirety upon severance of employment unless directly rolled over (if otherwise permitted) to another employer's plan.
  - (2) ☒ Plan termination.
- (l) ☒ **Loan Default.** *(Choose one or more of (1) through (3))*:
- (1) ☒ Grace period. *(Choose a. or b.)*:
    - a. ☒ Maximum grace period applies.
    - b. ☐ No grace period.
  - (2) ☐ Includes false statements
  - (3) ☐ No new loan if *(Choose a. or b.)*:
    - a. ☐ Current default.
    - b. ☐ Current or prior default.
- (m) ☒ **Terminated employees.** Loans to terminated employees *(Choose (1) or (2))*:
- (1) ☐ are allowed
  - (2) ☒ are not allowed
- (n) ☒ **Limit on number of loans.** There is no limit on the number of outstanding loans a Participant may have unless this option (n) is selected *(Choose (1) or (2))*:
- (1) ☒ One
  - (2) ☐ Specify: \_\_\_\_\_
- (o) ☒ **Limitation on sources.** A Participant may only take a loan from the accounts attributable to the following accounts subject to limitations of the Investment Arrangement Documentation: *(Choose one or more of (1) through (8) as applicable.)*
- (1) ☒ Pre-Tax Elective Deferrals
  - (2) ☒ Roth Elective Deferrals
  - (3) ☒ Matching Contributions (including any Safe Harbor Matching Contributions and Additional Matching Contributions)
  - (4) ☒ Nonelective Contributions (including any Safe Harbor Nonelective Contributions)
  - (5) ☒ Rollovers
  - (6) ☐ Mandatory Employee Contributions
  - (7) ☐ Employee (after-tax) Contributions
  - (8) ☐ Describe: \_\_\_\_\_ (specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion; i.e., Unmatched Elective Deferrals.)

AP2. **PARTICIPANT DIRECTION OF INVESTMENT (7.03(B)).** The Plan permits Participant direction of investment unless selected below *(Choose one of (a) or (b); choose c. or d. if applicable)*:

- (a) ☐ Does not permit. The Plan does not permit Participant direction of investment of any Account.
- (b) ☒ Permitted. The Plan permits Participant direction of investments.

Options (If direction of investments is permitted, select all that apply; leave blank if none apply)

- (c) ☐ ERISA Section 404(c). It is intended that the Plan comply with ERISA Section 404(c) with respect to the Accounts subject to Participant investment directions.
- (d) ☐ QDIA. Plan will include a qualified default investment alternative.

AP3. **ELECTIVE DEFERRAL PROCEDURES.** Participants may commence Elective Deferrals on the effective date of participation.

**Subsequent elections.** Participants may modify or make new Elective Deferral elections:

- (a) ☒ as of each payroll period
- (b) ☐ on the first day of each month
- (c) ☐ on the first day of each Plan Year quarter
- (d) ☐ on the first day of the Plan Year or the first day of the 7th month of the Plan Year
- (e) ☐ other: \_\_\_\_\_ (must be at least once each calendar year)

**Irregular pay (e.g., bonuses).** Unless the Administrator has implemented separate procedures or selected below, a Participant is permitted to make a separate Elective Deferral election for irregular pay and the Participant's existing Elective Deferral election will not apply to such irregular pay.

- (f) ☒ A Participant's existing Elective Deferral election will apply to irregular pay (provided such irregular pay is Compensation for Elective Deferral purposes) unless the Participant makes a different Elective Deferral election for such irregular pay.
- (g) ☐ A Participant is not permitted to make a separate Elective Deferral election for irregular pay and the Participant's existing Elective Deferral election will apply to such irregular pay (provided such irregular pay is Compensation for Elective Deferral purposes).

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Escalation (leave blank if not applicable)

- (h)
- ☐
- Include option on Elective Deferral Agreement for Participants to elect to automatically escalate an Affirmative Election in accordance with the following:

Escalation amount. A Participant's Affirmative Election will increase by:

- (1)
- ☐
- \_\_\_\_\_ % of Compensation
- 
- a.
- ☐
- up to a maximum of \_\_\_\_\_ % of Compensation (leave blank if no limit)
- 
- (2)
- ☐
- other: \_\_\_\_\_

Timing of escalation. The escalation will apply as of:

- (3)
- ☐
- first day of each Plan Year
- 
- (4)
- ☐
- anniversary of date of participation
- 
- (5)
- ☐
- other: \_\_\_\_\_

**Suspended Elective Deferrals.** If a Participant's Elective Deferrals must be suspended pursuant to a provision of the Plan (e.g., due to military leave covered by the HEART Act), then a Participant is deemed to have made as of the date the suspension period begins, an Affirmative Election to have no Elective Deferrals made to the Plan unless otherwise selected below.

- (i)
- ☐
- the Participant's Affirmative Election will resume after the suspension period.
- 
- (j)
- ☐
- the Participant is deemed to have no Affirmative Election after the suspension period (e.g., for purposes of applying any Automatic Deferral provisions).

**Lapse of Affirmative Elections.** Affirmative Elections will remain in effect until revoked or modified by a Participant unless selected below.

- (k)
- ☐
- Affirmative Elections lapse at the end of each Plan Year.

AP4. **BENEFICIARY HARDSHIP DISTRIBUTION.** Hardship distributions for the qualifying expenses of a Participant's Beneficiary (Section 6.07(C)) are not permitted unless selected below:

- (a)
- ☐
- Hardship distributions for the qualifying needs of the Participant's Beneficiary are permitted.

AP5. **ROLLOVER CONTRIBUTIONS (3.08, 7.04(A)(1)).** (Complete this question only if 44(b) has been selected)

**Eligibility.** Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable)

- (a)
- ☐
- From pre-participation Eligible Employees.
- 
- (b)
- ☐
- From Participants who are Former Employees.

**Source.** Rollovers will be accepted from the following (Choose all that apply):

- (c)
- ☒
- Eligible 403(b) plans.
- 
- (d)
- ☐
- Eligible 401(a) plans (including a 401(k) plan).
- 
- (e)
- ☐
- Eligible 457(b) plans of governmental employers.
- 
- (f)
- ☐
- IRAs.





## **TITLE IX - SEX DISCRIMINATION, SEX-BASED MISCONDUCT AND SEXUAL HARASSMENT POLICY**

### **OVERVIEW**

The Regional University System of Oklahoma ("RUSO") and its member universities are committed to providing an educational, living and working environment that is free from discrimination based on sex for all members of its community to include students, faculty, staff, contractors, and visitors. The member universities are East Central University, Northeastern State University, Northwestern Oklahoma State University, Southeastern Oklahoma State University, Southwestern Oklahoma State University, and University of Central Oklahoma. For purposes of this Policy, sex-based misconduct includes act of sexual harassment, sexual misconduct, dating violence, domestic violence, and stalking.

The purpose of this Policy is to provide RUSO and its member universities with a clearly articulated set of behavioral standards, common understanding of definitions and key concepts, and descriptions and examples of prohibited conduct, including sexual harassment, sexual violence, stalking, and domestic and dating violence. All members of RUSO are expected to adhere to the requirements of this Policy and to the standards of each member university. It is intended to guide students, faculty, staff, and other employees who have been affected by sexual harassment or misconduct, whether as a Complainant, Respondent, or a third party.

This Policy prohibits all forms of sexual or sex-based harassment, discrimination, or sexual misconduct, including sexual violence, sexual assault, and stalking. Misconduct of this nature is contrary to the RUSO's and each member university's institutional values and prohibited by state and federal law, as referenced by Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972 and its implementing regulations.

RUSO will review this Policy periodically in order to ensure compliance with legal requirements and improve the institutional response, including support services and resources. RUSO may modify this Policy at any time for compliance with federal, state, local law, or applicable guidance.

### **POLICY**

#### **1.01 APPLICABILITY**

This Policy applies to all campus community members, including students, faculty, staff, contractors, and visitors within the member university's control. It applies to conduct that occurs in an educational program or activity including locations, events, or circumstances over which the member university exercised substantial control over both the respondent and the context in which the sexual harassment occurs, and also includes any RUSO or member university owned or controlled premises and buildings owned or controlled by student organizations officially recognized by the university. This Policy applies regardless of the sex, gender, gender identity, or sexual orientation of the parties. In accordance with regulations issued by the United States Department of Education, this Policy does not apply to conduct occurring against a person outside the United States or conduct that is not specifically addressed herein.

Alleged conduct reported pursuant to this Policy, whether or not the conduct constitutes a violation of this Policy, may violate other RUSO or university policies. The member university reserves the right to take disciplinary action for conduct reported under this Policy that constitutes a violation of any other university policy. If dismissal, suspension, or any other discipline of a faculty member or student is recommended as a result of a violation of this policy, the RUSO Title IX policy is the exclusive forum for such discipline and any appeals related thereto. The processes related to dismissal, suspension, or any other discipline set forth in RUSO policy Chapter 3 (Academic Affairs) and Chapter 4 (Student Affairs) and any related member university policies are superseded hereby and do not apply to faculty or students who have been found to have violated the RUSO Title IX policy and the discipline recommended as a result thereof. In the case of any conflict between the terms of the general policies of RUSO policy Chapter 5 and the RUSO Title IX policy, the terms of the RUSO Title IX policy shall prevail.

## 1.02 DEFINITIONS<sup>1</sup>

- a. **Advisor** – both the Complainant and Respondent are entitled to be accompanied to any meeting or hearing under this Policy by an advisor of their choice, who may, but need not be, an attorney. If a Complainant or Respondent does not select an advisor for a hearing under this Policy, the member university will provide the party with an advisor, at no cost to the party, for the purpose of conducting cross-examination at the hearing.
- b. **Complainant** - the individual who is alleged to be the victim of any prohibited conduct under this Policy, or, in limited circumstances, the member university.
- c. **Consent** - effective consent is informed, freely and actively given, using mutually understandable words or actions that indicate a willingness to participate in mutually agreed upon sexual activity. Initiators of sexual activity are responsible for obtaining effective consent. Silence or passivity is not effective consent. The use of intimidation, coercion, threats, force, or violence negates any consent obtained. Consent is not effective if obtained from an individual who is incapable of giving consent due to lack of consciousness, age, mental disability, or incapacitation due to the use of drugs or alcohol.
- d. **Dating Violence** - dating violence is committed by a person who is or has been in a social relationship of a romantic or intimate nature with another person. The existence of such a relationship shall be determined based on consideration of the following factors:
  - i. The length of relationship;
  - ii. The type of relationship;
  - iii. The frequency of interaction between the persons involved in the relationship.

---

<sup>1</sup> The definitions provided in this Policy are the definitions adopted by the Regional University System of Oklahoma. State law definitions, as applicable, are included in Appendix A for the Oklahoma statutory definition. In the event a criminal investigation is conducted by law enforcement, the state law definition will apply.

Dating Violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating Violence does not include acts that meet the definition of domestic violence. Any incident meeting this definition is considered a crime for the purposes of Clery Act reporting.

- e. **Domestic Violence** – domestic violence is crime of violence committed by a:
  - i. current or former spouse or intimate partner of the victim;
  - ii. person with whom the victim shares a child in common;
  - iii. person who is cohabitating with or has cohabited with the victim as a spouse or intimate partner;
  - iv. person similarly situated to a spouse of the victim under the domestic or family violence laws of Oklahoma;
  - v. any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of Oklahoma.

Domestic violence is a pattern of abusive behavior in any relationship that is used by one partner to gain or maintain power and control over another intimate partner. Domestic violence can be physical, sexual, emotional, economic, or psychological actions, or threat of actions that influence another person. Any incident meeting this definition is considered a crime for the purposes of Clery Act reporting.

- f. **Formal Complaint** – a document filed by a Complainant or signed by the Title IX Coordinator or Deputy Title IX Coordinator alleging sexual harassment against a Respondent and requesting the respective member university investigate the allegation of sexual harassment.
- g. **Incapacity/Incapacitation** – occurs when an individual is incapable, temporarily or permanently, to give consent because the individual is mentally and/or physically helpless, either voluntarily or involuntarily, or the individual is unconscious, asleep, or otherwise unaware that the sexual activity is occurring. An individual may be incapacitated if they are unaware at the time of the incident of where they are, how they got there, or why or how they became engaged in a sexual interaction.
- h. **Preponderance of the Evidence** – the greater weight of the evidence. For an individual to be found responsible for violating this Policy, the information must support a determination by a preponderance of the evidence, that it is more likely than not that a violation of this Policy occurred.
- i. **Respondent** – an individual who has been reported to be the perpetrator of conduct that could constitute a violation of this Policy.
- j. **Responsible Employee** – a member university employee who has the duty to report information related to incidents reasonably believed to be violations of this Policy to the Title IX Coordinator or Deputy Title IX Coordinator. All RUSO full time

employees and member university full time employees are considered Responsible Employees. Full time employees include, but are not limited to: unit heads, academic administrators, faculty members, staff, intercollegiate athletic administrators, and coaching staff members. Responsible Employees must report all known information concerning the incident to the Title IX Coordinator or the Deputy Title IX Coordinator, which report should include whether a Complainant has expressed a desire for confidentiality in reporting the incident.

- k. **Sexual Assault** - an offense that meets the definition of rape, fondling, incest, or statutory rape:
  - i. *Rape* – the penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the other person;
  - ii. *Fondling* – the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the other person, including instances where the other person is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental incapacity;
  - iii. *Incest* – sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law;
  - iv. *Statutory Rape* – sexual intercourse with a person who is under the statutory age of consent.
- l. **Sex Discrimination** – occurs when an individual is treated less favorably on the basis of that person's sex (including gender), which may also include on the basis of sexual orientation, gender identity or expression, pregnancy or pregnancy-related condition, or a sex stereotype. Sexual harassment, as defined in this Policy, is a form of Sex Discrimination.
- m. **Sexual Harassment** – conduct on the basis of sex that satisfies one or more of the following
  - i. A person acting on behalf of the RUSO or a member university in a position of authority conditioning the provision of any aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct (*quid pro quo*);
  - ii. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the university's education program or activity;
  - iii. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct that explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment;
  - iv. Sexual assault as defined herein;
  - v. Dating violence as defined herein;

- vi. Domestic violence as defined herein; or
- vii. Stalking as defined herein.

Subsections (i) and (iv)-(vii) in this definition are not evaluated for severity, pervasiveness, offensiveness, because such conduct is sufficiently severe to deny access to the member university's education program or activities. Any instance of quid pro quo sexual harassment, sexual assault, dating violence, or stalking are considered Sexual Harassment under this Policy.

- n. **Stalking** – refers to one who engages in a course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others or suffer substantial emotional distress.
  - i. **Course of conduct** means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.
  - ii. **Reasonable person** means a person under similar circumstances and with similar identities to the victim.
  - iii. **Substantial emotional distress** means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.
- o. **Supportive Measures** – non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent before or after the filing of a Formal Complaint or where no Formal Complaint has been filed. Such measures are designed to restore or preserve equal access to the member university's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the member university's educational environment, or deter Sexual Harassment. Supportive Measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

## REPORTING INCIDENTS AND/OR FILING A FORMAL COMPLAINT

- 2.01 Distinction Between Report and Formal Complaint.** This Policy distinguishes between reporting incidents of Sexual Harassment and filing a Formal Complaint regarding an incident of Sexual Harassment. Reporting incidents of Sexual Harassment informs the member university of the incident, allowing the member university to provide Supportive Measures to the Complainant and does not necessarily result in the initiation of the grievance process (as described in Section 4.03 of this Policy). Complainants who report

incidents of Sexual Harassment will be offered individualized Supportive Measures. If a Complainant wishes to initiate the grievance process, they must file a Formal Complaint.

**2.02 Reporting.** All forms of sex-based misconduct should be reported to the member university, no matter the severity. RUSO's primary concern is safety; therefore, individuals should not be deterred from reporting for any reason, even if the use of alcohol or other drugs was involved. RUSO and the member universities encourage those impacted by sex-based misconduct to talk to someone about what happened so they can receive support and the member university can respond appropriately. The member universities offer both confidential services and non-confidential reporting options, as outlined below.

a. **Reporting to the Member University.**

i. **Confidential Reporting Options.** Confidential service options provide students and employees with the ability to confidentially share and discuss an incident of sex-based misconduct without the reporting party's information being shared with the member university. Please be aware that reporting to confidential services limits the member university's ability to respond to incidents. While these individuals are not required to report to the member university, they may have reporting or other obligations under state law, such as mandatory reporting to law enforcement in cases involving minors, imminent harm to self or others, or requirements to testify if subpoenaed in a criminal case.

a. **Professional Counselors.** Professional and licensed counselors who provide mental-health counseling (including those who act in that role under the supervision of a licensed counselor) are not required to report any information. Included in this category are counselors at the member university's Counseling Center, Psychological Services Clinic and those provided by the Employee Assistance Program.

b. **Member University Health Providers.** Member University health service providers are a confidential service option.

ii. **Non-Confidential Reporting Options.** Any person may report an incident, whether or not the individual reporting is the person alleged to be the victim of the incident. Reports may be verbal or in writing to the Title IX Coordinator or Deputy Title IX Coordinator:

Title IX Coordinator – **East Central University**  
Ty Anderson  
1100 E. 14<sup>th</sup> Street  
Administration Room 160  
(580) 559-5217  
[tanderson@ecok.edu](mailto:tanderson@ecok.edu)

Deputy Title IX Coordinator – **East Central University**

Jessica Kilby  
1100 East 14<sup>th</sup> Street  
Administration Room 163  
(580) 559-5539  
[jkilby@ecok.edu](mailto:jkilby@ecok.edu)

Title IX Coordinator – **Northeastern State University**  
Whitney Arbaugh  
Tahlequah Administration Building, Suite 209  
(918) 444-2120  
[rolph@nsuok.edu](mailto:rolph@nsuok.edu)

Deputy Title IX Coordinators – **Northeastern State University**  
Jean Logue  
Tahlequah Administration Building, Room 116B  
(918) 444-2230  
[loguej@nsuok.edu](mailto:loguej@nsuok.edu)

Dr. Carla Swearingen  
Tahlequah Administration Building, Room 122  
(918) 444-2065  
[swearinc@nsuok.edu](mailto:swearinc@nsuok.edu)

Dr. Kimberly Williams  
Muskogee Administration Building, Room 107  
(918) 444-5000  
[willi347@nsuok.edu](mailto:willi347@nsuok.edu)

Title IX Coordinator – **Northwestern Oklahoma State University**  
Caleb Mosburg  
Ryerson Hall 126  
(580) 327-8415  
[cnmosburg@nwsu.edu](mailto:cnmosburg@nwsu.edu)

Deputy Title IX Coordinator – **Northwestern Oklahoma State University**  
Matt Adair  
Ryerson Hall 117  
(580) 327-8418  
[wmadair@nwsu.edu](mailto:wmadair@nwsu.edu)

Title IX Coordinator – **Southeastern Oklahoma State University**  
Michael Davis  
Russell Building, Room 303  
(580) 745-3090

[mdavis@se.edu](mailto:mdavis@se.edu)

Deputy Title IX Coordinator – **Southeastern Oklahoma State University**

James Reed

Glen D. Johnson Student Union, Rm. 312

(580) 745-2364

[jreed@se.edu](mailto:jreed@se.edu)

Title IX Coordinator – **Southwestern Oklahoma State University**

Joshua Engle

STF 211

(580) 774-3767

[joshua.engle@swosu.edu](mailto:joshua.engle@swosu.edu)

Deputy Title IX Coordinator – **Southwestern Oklahoma State University**

David Misak

Hay Administration Building 101

(580) 774-3275

[david.misak@swosu.edu](mailto:david.misak@swosu.edu)

Title IX Coordinator – **University of Central Oklahoma**

Paul Goertemiller

Nigh University Center, Suite 323

(405) 974-2793

[pgoertemiller@uco.edu](mailto:pgoertemiller@uco.edu)

Deputy Title IX Coordinators – **University of Central Oklahoma**

Erika Cerda

Bausher Place 209

(405) 974-2932

[ecerda@uco.edu](mailto:ecerda@uco.edu)

Sheridan Leake

SPC 212 J

(405) 974-3959

[Sleake2@uco.edu](mailto:Sleake2@uco.edu)

Jeremy Rogers

SPC 212 H

(405) 974-2141

[jrogers42@uco.edu](mailto:jrogers42@uco.edu)



- a. **All Employees.** When an incident of sex-based misconduct is reported to any employee, the employee is encouraged to report the incident to the Title IX Coordinator or the Deputy Title IX Coordinator. Responsible Employees are required to report incidents of sex-based misconduct.
  - b. **Campus Security Authorities.** In compliance with the Clery Act, some employees are identified as a Campus Security Authority ("CSA"). CSAs are identified through the Clery Act and outlined in the member university's Annual Safety Report, available on the member university's website. These individuals are required to report instances of sex-based misconduct, along with other misconduct, to campus Police for statistical purposes. CSAs must report all relevant details about the allegations shared by the victim, including names, date, time, and specific location of the alleged incident to the campus Police and to the Title IX Coordinator or the Deputy Title IX Coordinator.
  - c. **Responsible Employees.** Responsible Employees are those who are mandated to report to the Title IX Coordinator or the Deputy Title IX Coordinator when they become aware of an incident of sex-based misconduct. RUSO and member university employees in a supervisory role over employees or students are considered Responsible Employees, as further defined in Section 1.02(j), above. Responsible Employees who become aware of developing situations, or who desire assistance in appropriately responding to such situations, may seek assistance from the Title IX Coordinator or the Deputy Title IX Coordinator. Failure by a Responsible Employee to promptly report or seek assistance regarding sex-based misconduct may result in corrective action.
- b. **Reporting to Law Enforcement.** RUSO and member universities strongly encourage individuals to report sex-based misconduct that may be a criminal offense, and any other criminal offenses, to the police. Reporting to the police does not commit a victim to proceed with prosecution, but will allow the gathering of information and evidence, which can preserve future options regarding criminal prosecution, member university conduct/grievance actions, and/or civil actions against the perpetrator.
- On-campus incidents should be reported to the campus police, in person or by telephone. If the incident occurred off campus, it can be reported to local law enforcement with jurisdiction in the location where it occurred.
- c. **Reporting to External Entities.** Individuals who have experienced or are experiencing sex-based harassment or discrimination also have the right to file a formal grievance with government authorities:

Office for Civil Rights (OCR)

U.S. Department of Justice, Civil

One Petticoat Lane  
1010 Walnut Street, Suite 320  
Kansas City, MO 64106  
Phone: (816) 268-0559  
Facsimile: (816) 268-0559  
TTY: (800) 877-8339  
Email: [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov)  
Web: <http://www.ed.gov/ocr>

Rights Division  
950 Pennsylvania Avenue, N.W.  
Educational Opportunities Section, PHB  
Washington, D.C. 20530  
Email: [education@usdoj.gov](mailto:education@usdoj.gov)  
Phone: (202) 514-4092  
Toll-Free: (877) 292-3804  
Facsimile: (202) 514-8337

- 2.03 Filing a Formal Complaint.** Complainants may file a Formal Complaint with the Title IX Coordinator or the Deputy Title IX Coordinator. In order for corrective or disciplinary action to be taken against a RUSO or member university employee or student, it may be necessary for a signed Formal Complaint to be filed and for the Complainant to cooperate with the member university's investigative process. However, a Complainant alleging sexual harassment may be offered individualized Supportive Measures. A signed Formal Complaint can be provided to the Title IX Coordinator or Deputy Title IX Coordinator by mail, email, or in person. The Formal Complaint must include the specific allegations and name of the Respondent(s). Title IX Coordinators may proceed with Formal Complaints without a Complainant signing it.

## SUPPORTIVE MEASURES

- 3.01** Member universities offer Supportive Measures for students and employees impacted by an occurrence of sex-based misconduct. A Formal Complaint does not need to be submitted for Supportive Measures to be put in place. The member university will maintain confidentiality to the extent possible. Supportive Measures are non-disciplinary and non-punitive measures that do not unreasonably burden the other party. Supportive Measures may include, but are not limited to:
- **Assistance in reporting:** Support in filing a complaint with the member university and/or the appropriate law enforcement agencies.
  - **No contact order:** A no contact order can be put into place between the Complainant and the Respondent, to prohibit contact or limit contact between both parties through any means of communication, as well as prohibit others from making contact on their behalf.
  - **Safety measures:** Coordination of any reasonable arrangements that are necessary for ongoing safety. This includes transportation arrangements or providing an escort.
  - **Work schedule adjustments:** Assistance in changing on-campus work schedules, work assignments, supervisor responsibilities, or other work arrangements.
  - **Leaves of absence:** A pre-approved defined period away from the work environment. (employees only)
  - **Living arrangements:** Assistance in changing on-campus living arrangements to ensure a comfortable living situation.
  - **Academic arrangements:** Assistance in adjusting academic schedules as well providing access to academic support services. (students only)

- **Other supportive measures:** Coordination of other reasonable arrangements to address the effects of the sex-based misconduct, including connecting individuals with counseling or health care.

## FORMAL COMPLAINT PROCESS

- 4.01 Reporting.** Member universities are obliged to act when it receives “actual knowledge” of allegations of Sexual Harassment. Persons who believe they have been subject to prohibited Sex Discrimination or Sexual Harassment are encouraged to seek assistance, to directly report such conduct to appropriate supervisors, or to directly report such conduct to the Title IX Coordinator or Deputy Title IX Coordinator.
- 4.02 Emergency Removals.** Applicable only to students and participants in a member university’s educational program or activity, an emergency removal is a removal, either partially or entirely, of a student or participant from the member university or its educational programs and activities on an emergency basis when an individualized safety and risk analysis has determined an immediate threat to the physical health or safety of any student or other individual arising from the allegations justifies removal. The individualized risk assessment will be conducted by the appropriate member university personnel, in conjunction with the member university’s team that assesses behavior (e.g. Behavioral Assessment Team) using its standard risk assessment procedures. A removed student will receive a written notice of the decision, which notice will include information about how the student may challenge the removal decision.
- 4.03 Initial Assessment.** Upon receiving a Formal Complaint, the Title IX Coordinator or Deputy Title IX Coordinator will conduct an initial assessment and provide information about Supportive Measures. At the conclusion of the preliminary inquiry, the Title IX Coordinator will provide the Complainant with information regarding the appropriate procedural process. The Complainant will be advised if the information discovered during the preliminary inquiry warrants proceeding with the grievance process as outlined in this Policy or if the allegations, if true, may constitute a violation of another member university Policy. If the information does not warrant proceeding under this Policy, the case will be dismissed under this Policy (see Section 4.07 for more information on dismissals).
- 4.04 Investigation Notice.** After a Formal Complaint is received, if it is determined there is sufficient evidence to proceed with an investigation, a written notice and copy of the Title IX procedures will be provided to the Complainant and Respondent. The notice will detail the allegations, to include, if known, the identities of the parties, the date and location of the incident, and the specific alleged Policy violation(s). The notice will also state the Respondent is presumed not to be responsible until a determination of responsibility becomes final. The notice will advise both parties of their right to have an advisor of their own choosing.

- a. **Employee Respondents.** When the Respondent is an employee, the notice will also be provided to the Respondent's supervisor and the appropriate senior administrator, with sensitivity to protect the privacy of the Complainant and Respondent.

**4.05 Investigation.** A trained investigator, or multiple trained investigators if necessary, will be assigned. The investigator(s) will conduct a fair, thorough and impartial investigation. The Respondent is presumed not responsible until a determination of responsibility is final. Both parties will have an equal opportunity to present facts, witnesses, and evidence to support their positions, with no restrictions on the parties' ability to discuss the investigation. Both parties will have an equal opportunity to attend any proceedings, along with their advisor. Reasonable efforts will be made to conduct interviews with all parties and relevant witnesses in a timely fashion.

- a. **Delaying Investigation.** When a law enforcement agency is conducting its own investigation into the alleged conduct, the member university's investigation may be delayed temporarily to meet the specific needs of the criminal investigation.
- b. **Investigation Notice.** A notice will be sent to the parties prior to each investigation meeting. In all instances, the member university, not the Complainant, will bear the responsibility for investigating and taking appropriate action, including the decision to seek disciplinary action against a Respondent.
- c. **Amended Notice.** In the event new allegations or potential violations of Policy arise during the investigation that were not included in the initial investigation notice, an amended notice will be sent to the parties outlining the additional allegations.
- d. **Role of the Advisor.** During participation in the investigative process, the Complainant and Respondent have the right to choose an individual who will serve as advisor. The advisor's role is to assist the Complainant and Respondent in understanding and navigating through the investigative process. An advisor may not be a witness in the same investigation, or whose participation will create a conflict of interest. The advisor shall not impede or act in a manner that obstructs or disrupts the investigative process.

**4.06 Investigation Report.** Upon conclusion of the investigation, the investigator will prepare a report summarizing their findings. The investigation report will be provided to the Complainant and Respondent. To confirm accuracy, both the Complainant and Respondent will have ten (10) business days to review the investigation report and provide feedback to the investigator about their account of information.

**4.07 Dismissal Prior to Hearing.** During the initial assessment or during the course of an investigation, a determination may be made that issues surrounding the case do not rise to a violation of this Policy.

- a. Pursuant to applicable law, the Complaint must be dismissed in the following circumstances:
  - i. The conduct alleged does not meet the definition of any prohibited conduct under this Policy;
  - ii. The alleged conduct did not occur on RUSO or member university-owned or controlled premises;
  - iii. The alleged conduct did not occur in the member university's education program or activity;
  - iv. The alleged conduct did not occur against a person in the United States; or
  - v. If at the time of a Formal Complaint, the Complainant is not participating in or attempting to participate in the member university's education program or activity.
- b. At the discretion of the Title IX Coordinator or Deputy Title IX Coordinator the following are additional grounds for dismissal:
  - i. If the Complainant requests in writing to dismiss a Formal Complaint or any allegations therein;
  - ii. The Respondent is no longer enrolled in or employed by the member university; or
  - iii. Any specific circumstances exist which prevent the investigator from gathering evidence sufficient to reach a determination as to the Formal Complaint or any allegations therein; or
- c. If a Formal Complaint is dismissed for any of the above reasons, the Complainant and Respondent will be provided a written notice of the dismissal and the reason(s) for dismissal. In addition, if the alleged misconduct may be addressed by another member university policy or process, that information will be included in the written notice of dismissal.
  - i. **For Employee Respondents.** If a Formal Complaint against an employee Respondent is closed, the Title IX investigation will be closed administratively, and all parties, including the appropriate supervisor or Department Head and Administrator, will be notified in writing of the administrative closure. The findings and determination as to any non-Title IX Policy violation will be forwarded to Human Resources for review and subsequent actions.
  - ii. **For Student Respondents.** A Formal Complaint being dismissed under this Policy does not preclude it from being addressed through the Student Code of Conduct.
- d. A Complainant or Respondent may appeal a dismissal by following the procedures outlined in Section 6.03.

## HEARING PROCEDURES

**5.01 Title IX Hearing.** Upon the conclusion of an investigation involving a RUSO or member university employee or student as a Respondent, the Complainant and Respondent will be notified in writing with the name and contact information of a panel of trained Decision Makers assigned to conduct a live hearing that will be recorded by audio or audio visual means. The Decision Maker shall consist of at least three (3) individuals one of which shall serve as the chair of the Decision Maker panel. The Complainant and Respondent will be provided the scheduled date, time and location of the hearing, as well as written information regarding the hearing process. Within ten (10) business days of receipt of the notification, both parties may provide the Decision Maker with the name and contact information of their Advisor for the hearing, supporting evidence and a list of witnesses. If either the Complainant or Respondent is unable or chooses not to name an Advisor, one will be selected by the member university's Title IX Coordinator for the respective party. At any time during the process, requests for extensions to provide information or to reschedule hearings may be made and approved by the Decision Maker in their sole discretion. Any request for an extension must be in writing, no later than two (2) days prior to the applicable due date. All parties and Advisors will be notified of approved extensions in writing. If the Decision Maker determines that a Respondent violated this Policy, the possible sanctions range from a written admonishment or reprimand to dismissal from the member university.

- a. **Title IX Hearing Location.** The privacy of both parties is taken into consideration when determining the location of the hearing. A request by either party may be made that both parties will participate in the hearing from separate rooms. The designated rooms will be furnished with audio and visual equipment to allow both parties to see and hear each other during the hearing process.
- b. **Attendance at Title IX Hearing.** While information from the Complainant, Respondent, and witnesses to the incident may be included in the Investigation Report, if a party or witness does not appear at the Title IX Hearing to be available for cross-examination, the Decision Maker cannot rely on any statement of that party or witness in reaching a determination regarding responsibility. The Decision Maker also may not draw an inference about the determination regarding responsibility based solely on the absence of a party or witness. It is the responsibility of the parties to arrange for the attendance of any witnesses; the member university cannot compel or mandate attendance at the Title IX Hearing.
- c. **Title IX Hearing Process.** At the beginning of the hearing, the Decision Maker shall set forth the rules of procedure for the hearing. The Decision Maker is allowed to question information provided by the parties, for relevancy, and ask questions before determining if the information provided is admissible. Each party is allowed a reasonable time to present their opening statement. The Complainant will present their case first in all phases of the hearing.

Each party is allowed to ask relevant questions of their respective witnesses, followed by cross-examination by the other party's Advisor. Cross-examination must be conducted by the other party's Advisor. The parties may not under any circumstances conduct cross-examination. If necessary, a party will be allowed additional time for follow-up questions of their witness, followed by additional time for cross-examination by the other party's Advisor. The Decision Maker will determine whether questions asked during cross-examination by an Advisor are relevant.

The Decision Maker may also ask questions of the parties and witnesses for clarification.

The process will be repeated until all testimony is concluded.

- d. **Standard of Evidence.** The standard of evidence to be used to make a determination is Preponderance of the Evidence. Under this standard, the burden of proof is met when the party with the burden convinces the Decision Maker there is a greater than 50% chance that the claim is true.
- e. **Title IX Hearing Determination.** Following the hearing, the Decision Maker will issue a written determination, generally within five (5) business days. In the event circumstances require more time to issue a written determination, the Decision Maker will notify the parties. The written decision will include the following elements:
  - i. the allegations made against the Respondent;
  - ii. a description of the procedural steps undertaken, including notifications to parties, interviews and site visits, methods used to gather evidence, and hearings;
  - iii. findings of fact that support the determination;
  - iv. an explanation regarding the result of each allegation, including a determination as to whether the Respondent did or did not violate this Policy as to each allegation;
  - v. any disciplinary actions/sanctions against the Respondent, and any remedies to be provided to the Complainant; and
  - vi. procedures and bases for appeal.
- f. **Effect of Hearing Determination.** The determination will become final one (1) day after the appeal deadline set in Section 6.01. The Title IX Coordinator will coordinate the implementation of any remedies. Copies of the written determination will be provided to both parties, and their respective department heads to include the Deans, the Provost's office, and/or Vice Presidents.
- g. **Advisor.** The Complainant and Respondent may have their own Advisor of choice. If either the Complainant or Respondent is unable or chooses not

to name an Advisor, the member university will provide an advisor selected by the member university's Title IX Coordinator. During the hearing, questions asked to the other party must be asked through the participant's Advisor. If the participant's Advisor does not act in accordance of the hearing and the Advisor's privileges are withdrawn or they are barred from the hearing, the Title IX Coordinator will appoint an advisor to assist in asking questions to other participants.

## **APPEALS**

**6.01 Time for Appeal.** A Complainant or Respondent may appeal in writing either a dismissal of a Formal Complaint or the Title IX Hearing Determination within ten (10) days of notification of such determination on the grounds set forth in Section 6.02.

**6.02 Grounds for Appeal.** A Complainant or Respondent may appeal either a dismissal of a Formal Complaint or the Title IX Hearing Determination for the following reasons:

- a. A procedural irregularity occurred that affected the outcome of the matter;
- b. New evidence that was not reasonably available at the time the Title IX Hearing Determination or dismissal was made, that could affect the outcome of the matter; or,
- c. The Title IX Coordinator, Deputy Title IX Coordinator, investigator(s), or Decision Maker had a conflict of interest or bias for or against complainants or respondents generally or the individual Complainant or Respondent that affected the outcome of the matter.

**6.03 Appeal Process.** Upon receiving a written appeal, the Title IX Coordinator or Deputy Title IX Coordinator will notify the other party.

- a. **Appeals.** An Appellate Officer(s), who is not the same person as the Title IX Coordinator, investigator(s), or Decision Maker in the Title IX Hearing, will be assigned. The non-appealing party will have seven (7) days from the notification of appeal to submit a written response. The Appellate Officer will consider the appeal, any response submitted, and the record of the Title IX Hearing and make a written determination within ten (10) business days, which determination will be sent to both parties and will be final.
  - i. If the Appellate Officer finds there is no merit to any of the grounds cited in the appeal, it will issue a finding as such and that decision will be final.
  - ii. If the Appellate Officer finds there was a procedural irregularity that affected the outcome of the matter, the matter may be remanded for a new Title IX Hearing before the original Decision Maker.
  - iii. If the Appellate Officer finds new evidence exists that was not reasonably available that could affect the outcome, the matter may be remanded to the original Title IX Hearing Decision Maker.



- iv. If the Appellate Officer finds that the Title IX Coordinator, investigator(s), or Decision Maker had a conflict of interest or bias for or against the parties (generally, or specifically in this matter) that affected the outcome of the matter, the case may be remanded to a new Title IX Hearing before a different Decision Maker.

## INFORMAL RESOLUTION

**7.01 Informal Resolution.** At any time after the filing of a Formal Complaint and but not less than ten (10) days prior to a live hearing, either party may request that the member university facilitate an informal resolution. Informal resolution is an available option when both parties voluntarily agree to participate and if the Title IX Coordinator agrees that informal resolution is appropriate given the nature of the allegations and the relationship of the parties.

The member university's informal resolution process is facilitated by the Title IX Coordinator or personnel in Student Affairs, Human Resources, or University Ombuds services. If the parties reach agreement during the informal resolution process, the facilitator will reduce the agreement to writing and present it to the Title IX Coordinator, who may approve or disapprove the agreement. An approved informal resolution agreement will be recognized as a binding agreement between the parties enforceable by the member university. Once the parties have entered into an approved informal resolution agreement, the grievance will be deemed resolved and may not be re-opened.

If the non-requesting party declines to participate, chooses to withdraw from participation, or if informal resolution is not successful, the grievance process continues.

## RETALIATION

**8.01 Retaliation.** Retaliation is any adverse action taken against a person because of that person's participation in protected activity. In accordance with the member universities non-retaliation policies, RUSO and the member universities strictly prohibit retaliation against any person for making any good faith report of discrimination, harassment, or sexual misconduct or for filing, testifying, assisting, or participating in any investigation or proceeding involving allegations of discrimination, harassment, or sexual misconduct. Any person who engages in such retaliation shall be subject to disciplinary action, up to and including termination, in accordance with applicable procedures. Any person who believes they have been subjected to retaliation is encouraged to promptly notify the Title IX Coordinator. The member university will promptly investigate all claims of retaliation.

## RECORDKEEPING

**9.01 Records.** In implementing this Policy, records of all reports, complaints, investigations, resolutions, and records of any action taken under this Policy including Supportive Measures will be kept by the Title IX Coordinator for each respective member university (or designee) depending on the nature of the report or complaint. The records will be kept for a minimum of seven (7) years following final resolution. Such records shall include documentation that neither RUSO nor its

member universities were deliberately indifferent to any report pursuant to this Policy and the basis for such conclusion.

**9.02 Annual Security Reports.** Each member university disseminates a public annual security report Annual Security Report (“ASR”) to employees and students every October 1<sup>st</sup>. The ASR includes statistics of campus crime for the preceding 3 calendar years, plus details about efforts taken to improve campus safety. The report includes: definitions of sexual harassment, what to do if you are victimized, support services, on and off campus resources, preventive measures and the sex offender registration. Additionally, there are policy statements regarding crime reporting, campus facility security and access, incidence of alcohol and drug use, and the prevention of/response to sexual assault, domestic and dating violence, and stalking.

## **TRAINING**

**10.01 Training.** Member universities will ensure the Title IX Coordinator, Deputy Title IX Coordinator, Title IX Investigators, and Decision Makers do not have conflicts of interest or any bias for or against the Complainant or Respondent. These persons will receive mandatory training on the topics of sexual harassment, and sex-based misconduct, to include how to conduct investigations, how to conduct hearings and appeals, and how to remain impartial throughout the process.

## **Appendix A State Law Definitions**

**Consent:** The term “consent” means the affirmative, unambiguous and voluntary agreement to engage in a specific sexual activity during a sexual encounter which can be revoked at any time. Consent cannot be:

1. Given by an individual who:
  - a. is asleep or is mentally or physically incapacitated either through the effect of drugs or alcohol or for any other reason, or
  - b. is under duress, threat, coercion or force; or
2. Inferred under circumstances in which consent is not clear including, but not limited to:
  - a. the absence of an individual saying “no” or “stop”, or
  - b. the existence of a prior or current relationship or sexual activity.

21 Okla. Stat. § 113

**Dating violence** is not defined by the state of Oklahoma; however, violence against a person with whom the perpetrator is in a dating relationship is considered domestic violence, defined below. A **dating relationship** is defined as: an intimate association, primarily characterized by affectionate or sexual involvement. For purposes of this act, a casual acquaintance or ordinary fraternization between persons in a business or social context shall not constitute a dating relationship.

22 Okla. Stat. § 60.1.

**Domestic violence** is not defined in Oklahoma law. However, the criminal definition of **domestic abuse** is defined as: Any act of physical harm, or the threat of imminent physical harm which is committed by an adult, emancipated minor, or minor child thirteen (13) years of age or older against another adult, emancipated minor or minor child who is currently or was previously an intimate partner or family or household member. “Family or household members” means: (a) parents, including grandparents, stepparents, adoptive parents and foster parents, (b) children, including grandchildren, stepchildren, adopted children and foster children, and (c) persons otherwise related by blood or marriage living in the same household. “Intimate partner” means: (a) current or former spouses, (b) persons who are or were in a dating relationship, (c) persons who are the biological parents of the same child, regardless of their marital status or whether they have lived together at any time, and (d) persons who currently or formerly lived together in an intimate way, primarily characterized by affectionate or sexual involvement. A sexual relationship may be an indicator that a person is an intimate partner but is never a necessary condition.

22 Okla. Stat. § 60.1.

**Sexual assault:**

- a. rape, or rape by instrumentation, as defined in Sections 1111, 1111.1 and 1114 of [Title 21], or
- b. forcible sodomy, as defined in Section 888 of [Title 21].

21 Okla. Stat. § 142.20.

***Rape (as used in the definition for “sexual assault”):***

- A. Rape is an act of sexual intercourse involving vaginal or anal penetration accomplished with a male or female who is not the spouse of the perpetrator and who may be of the same or the opposite sex as the perpetrator under any of the following circumstances:
1. Where the victim is under sixteen (16) years of age;
  2. Where the victim is incapable through mental illness or any other unsoundness of mind, whether temporary or permanent, of giving legal consent;
  3. Where force or violence is used or threatened, accompanied by apparent power of execution to the victim or to another person;
  4. Where the victim is intoxicated by a narcotic or anesthetic agent, administered by or with the privity of the accused as a means of forcing the victim to submit;
  5. Where the victim is at the time unconscious of the nature of the act and this fact is known to the accused;
  6. Where the victim submits to sexual intercourse under the belief that the person committing the act is a spouse, and this belief is induced by artifice, pretense, or concealment practiced by the accused or by the accused in collusion with the spouse with intent to induce that belief. In all cases of collusion between the accused and the spouse to accomplish such act, both the spouse and the accused, upon conviction, shall be deemed guilty of rape;
  7. Where the victim is under the legal custody or supervision of a state agency, a federal agency, a county, a municipality or a political subdivision and engages in sexual intercourse with a state, federal, county, municipal or political subdivision employee or an employee of a contractor of the state, the federal government, a county, a municipality or a political subdivision that exercises authority over the victim; or the subcontractor or employee of a subcontractor of the state or federal government, a county, a municipality or a political subdivision that exercises authority over the victim;
  8. Where the victim is at least sixteen (16) years of age and is less than twenty (20) years of age and is a student, or under the legal custody or supervision of any public or private elementary or secondary school, junior high or high school, or public vocational school, and engages in sexual intercourse with a person who is eighteen (18) years of age or older and is an employee of the same school system; or
  9. Where the victim is nineteen (19) years of age or younger and is in the legal custody of a state agency, federal agency or tribal court and engages in sexual intercourse with a foster parent or foster parent applicant.
- B. Rape is an act of sexual intercourse accomplished with a male or female who is the spouse of the perpetrator if force or violence is used or threatened, accompanied by apparent power of execution to the victim or to another person.

21 Okla. Stat. § 1111

***Rape by instrumentation (as used in the definition of “sexual assault”):***

Rape by instrumentation is an act within or without the bonds of matrimony in which any inanimate object or any part of the human body, not amounting to sexual intercourse is used in the carnal

knowledge of another person without his or her consent and penetration of the anus or vagina occurs to that person. Provided, further, that at least one of the circumstances specified in Section 1111 of this title has been met; further, where the victim is at least sixteen (16) years of age and is less than twenty (20) years of age and is a student, or under the legal custody or supervision of any public or private elementary or secondary school, junior high or high school, or public vocational school, and engages in conduct prohibited by this section of law with a person who is eighteen (18) years of age or older and is an employee of the same school system, or where the victim is under the legal custody or supervision of a state or federal agency, county, municipal or a political subdivision and engages in conduct prohibited by this section of law with a federal, state, county, municipal or political subdivision employee or an employee of a contractor of the state, the federal government, a county, a municipality or a political subdivision that exercises authority over the victim, consent shall not be an element of the crime. Provided, further, that at least one of the circumstances described in Section 1111 of this title has been met; further, where the victim is nineteen (19) years of age or younger and in the legal custody of a state agency, federal agency or tribal court and engages in conduct prohibited by this section of law with a foster parent or foster parent applicant. Except for persons sentenced to life or life without parole, any person sentenced to imprisonment for two (2) years or more for a violation of this section shall be required to serve a term of post-imprisonment supervision pursuant to subparagraph f of paragraph 1 of subsection A of Section 991a of Title 22 of the Oklahoma Statutes under conditions determined by the Department of Corrections. The jury shall be advised that the mandatory post-imprisonment supervision shall be in addition to the actual imprisonment.

21 Okla. Stat. § 1111.1.

***Forcible sodomy (as used in the definition of “sexual assault”):***

- A. Any person who forces another person to engage in the detestable and abominable crime against nature, pursuant to Section 886 of this title, upon conviction, is guilty of a felony punishable by imprisonment in the custody of the Department of Corrections for a period of not more than twenty (20) years. Except for persons sentenced to life or life without parole, any person sentenced to imprisonment for two (2) years or more for a violation of this subsection shall be required to serve a term of post-imprisonment supervision pursuant to subparagraph f of paragraph 1 of subsection A of Section 991a of Title 22 of the Oklahoma Statutes under conditions determined by the Department of Corrections. The jury shall be advised that the mandatory post-imprisonment supervision shall be in addition to the actual imprisonment. Any person convicted of a second violation of this section, where the victim of the second offense is a person under sixteen (16) years of age, shall not be eligible for probation, suspended or deferred sentence. Any person convicted of a third or subsequent violation of this section, where the victim of the third or subsequent offense is a person under sixteen (16) years of age, shall be punished by imprisonment in the custody of the Department of Corrections for a term of life or life without parole, in the discretion of the jury, or in case the jury fails or refuses to fix punishment then the same shall be pronounced by the court. Any person convicted of a violation of this subsection after having been twice convicted of a violation of subsection A of Section 1114 of this title, a violation of Section 1123 of this title or sexual abuse of a child pursuant to Section 843.5 of this title, or of any attempt to commit any of these offenses or any combination of

the offenses, shall be punished by imprisonment in the custody of the Department of Corrections for a term of life or life without parole.

B. The crime of forcible sodomy shall include:

1. Sodomy committed by a person over eighteen (18) years of age upon a person under sixteen (16) years of age;
2. Sodomy committed upon a person incapable through mental illness or any unsoundness of mind of giving legal consent regardless of the age of the person committing the crime;
3. Sodomy accomplished with any person by means of force, violence, or threats of force or violence accompanied by apparent power of execution regardless of the age of the victim or the person committing the crime;
4. Sodomy committed by a state, county, municipal or political subdivision employee or a contractor or an employee of a contractor of the state, a county, a municipality or political subdivision of this state upon a person who is under the legal custody, supervision or authority of a state agency, a county, a municipality or a political subdivision of this state; or the subcontractor or employee of a subcontractor of the contractor of the state or federal government, a county, a municipality or a political subdivision of this state;
5. Sodomy committed upon a person who is at least sixteen (16) years of age but less than twenty (20) years of age and is a student of any public or private secondary school, junior high or high school, or public vocational school, with a person who is eighteen (18) years of age or older and is employed by the same school system;
6. Sodomy committed upon a person who is at the time unconscious of the nature of the act, and this fact should be known to the accused; or
7. Sodomy committed upon a person where the person is intoxicated by a narcotic or anesthetic agent administered by or with the privity of the accused as a means of forcing the person to submit.
8. Sodomy committed upon a person who is at least sixteen (16) years of age but less than eighteen (18) years of age by a person responsible for the child's health, safety or welfare. "person responsible for a child's health, safety or welfare" shall include, but not be limited to: (a) a parent, (b) a legal guardian, (c) a custodian, (d) a foster parent, (e) a person eighteen (18) years of age or older with whom the child's parent cohabitates, (f) any other adult residing in the hold of the child, (g) an agent or employee of a public or private residential home, institution, facility or day treatment program as defined in Section 175.2 of Title 10 of the Oklahoma Statutes, or (h) an owner, operator or employee of a child care facility, as defined by Section 402 of Title 10 of the Oklahoma Statutes.

21 Okla. Stat. § 888 (effective June 6, 2016).

***Stalking:***

Any person who willfully, maliciously, and repeatedly follows or harasses another person in a manner that:

1. Would cause a reasonable person or a member of the immediate family of that person as defined in subsection F of this section to feel frightened, intimidated, threatened, harassed, or molested; and
  2. Actually causes the person being followed or harassed to feel terrorized, frightened, intimidated, threatened, harassed, or molested, shall, upon conviction, be guilty of the crime of stalking, which is a misdemeanor punishable by imprisonment in a county jail for not more than one (1) year or by a fine of not more than One Thousand Dollars (\$1,000.00), or by both such fine and imprisonment
- F. For purposes of this section:
1. "Harasses" means a pattern or course of conduct directed toward another individual that includes, but is not limited to, repeated or continuing unconsented contact, that would cause a reasonable person to suffer emotional distress, and that actually causes emotional distress to the victim. Harassment shall include harassing or obscene phone calls as prohibited by Section 1172 of this title and conduct prohibited by Section 850 of this title. Harassment does not include constitutionally protected activity or conduct that serves a legitimate purpose;
  2. "Course of conduct" means a pattern of conduct composed of a series of two or more separate acts over a period of time, however short, evidencing a continuity of purpose. Constitutionally protected activity is not included within the meaning of "course of conduct";
  3. "Emotional distress" means significant mental suffering or distress that may, but does not necessarily require, medical or other professional treatment or counseling;
  4. "Unconsented contact" means any contact with another individual that is initiated or continued without the consent of the individual, or in disregard of that individual's expressed desire that the contact be avoided or discontinued. Constitutionally protected activity is not included within the meaning of unconsented contact. Unconsented contact includes but is not limited to any of the following:
    - a. following or appearing within the sight of that individual,
    - b. approaching or confronting that individual in a public place or on private property,
    - c. appearing at the workplace or residence of that individual,
    - d. entering onto or remaining on property owned, leased, or occupied by that individual,
    - e. contacting that individual by telephone,
    - f. sending mail or electronic communications to that individual, and
    - g. placing an object on, or delivering an object to, property owned, leased, or occupied by that individual.
  5. "Member of the immediate family", for the purposes of this section, means any spouse, parent, child, person related within the third degree of consanguinity or affinity or any other person who regularly resides in the household or who regularly resided in the household within the prior six (6) months.
  6. "Following" shall include the tracking of the movement or location of an individual through the use of a Global Positioning System (GPS) device or other monitoring device by a person, or person who acts on behalf of another, without the consent of the individual whose movement or location is being tracked; provided, this shall not apply to the lawful use of a GPS device or other monitoring device or to the use by a new or

used motor vehicle dealer or other motor vehicle creditor of a GPS device or other monitoring technology, including a device containing technology used to remotely disable the ignition of a motor vehicle, in connection with lawful action after default of the terms of a motor vehicle credit sale, loan or lease, and with the express written consent of the owner or lessee of the motor vehicle.

21 Okla. Stat. § 1173.



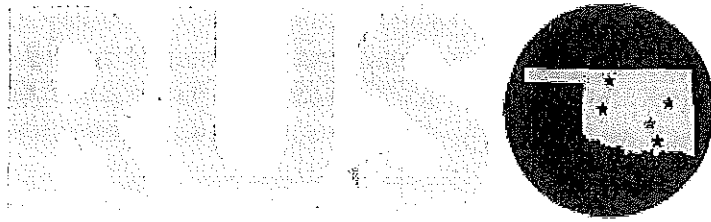
**REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA (RUSO)**  
**FY2021 Internal Audit Plan**

Listing of Internal Audit Areas	General description of potential procedures	2021 Internal Audit Plan – per University					
		ECU	NSU	NWOSU	SE	SWOSU	UCO
1. Encumbrance & Pre-Audit System (Alternate Claims – required to be audited annually)	<ul style="list-style-type: none"> <li>Select sample of claims processed through the Miscellaneous Claims Encumbrance and Pre-Audit System for testing compliance with the established policies and procedures and applicable State laws and regulations</li> </ul>	✓	✓	✓	✓	✓	✓
2. Procurement Card	<ul style="list-style-type: none"> <li>Review overall policies and procedures</li> <li>Review workflow accesses and practices and document internal controls</li> <li>Select a sample of transactions and review for compliance with policies and procedures</li> </ul>	✓	✓	✓	✓	✓	✓
3. Clery/VAWA Act Compliance	<ul style="list-style-type: none"> <li>Review overall policies and procedures</li> <li>Review University's Annual Security Report for specific requirements for compliance</li> </ul>	✓	✓	✓	✓	✓	✓
4. Leases (GASB 87)	<ul style="list-style-type: none"> <li>Review overall policies and procedures</li> <li>Review listing of contracts and leases for application of GASB 87</li> <li>Discussions with Management regarding the upcoming implementation of GASB 87</li> </ul>	✓	✓	✓	✓	✓	✓
5. Follow-up on Prior Year Audit Findings	<ul style="list-style-type: none"> <li>Review findings of Prior Year Audits and determine the status of addressing those findings</li> </ul>	✓	✓	✓	✓	✓	✓
6. Other Areas of Board and/or Management Interest (e.g., Performance Audits)	<ul style="list-style-type: none"> <li>Address other areas of interest, as identified by Board and/or University Management</li> </ul>						

Minutes for November 13, 2020

Attachment E  
Page 1 of 1





## **Student Satisfaction, Enrollment, Graduation, and Employment Outcomes**

Benchmarks Report to the Board of Regents,  
Regional University System of Oklahoma  
November 13, 2020 (rev 1.2)

### **Regents Dashboard Work Team**

Dr. James South, Provost and Vice President for Academic Affairs, SWOSU  
Dr. Bo Hannaford, Vice President for Academic Affairs, NWOSU  
Dr. Sheridan McCaffree, Executive Director, RUSO

This fifth report of Benchmarks constitutes the Dashboard adopted by the Board of Regents of the Regional University System of Oklahoma. The information provided includes benchmarks that document graduating seniors' satisfaction with their experiences, and data sets on enrollment across a broad spectrum of participation: race, age, gender, retention, program selection, and more.

### **Noteworthy Findings**

As in previous Dashboard reports, the comprehensive analysis of information has revealed significant findings that would have gone undiscovered if it not for this exercise. Substantial "bragging points" include these:

*Satisfaction.* Our measurement of graduating seniors' satisfaction with the education and institutional experiences remains very strong. ***Student satisfaction at RUSO institutions is very high.***

*Student Graduation.* RUSO institutions excel at meeting the needs of transfer, returning and adult students. Each year our campuses enroll a traditional freshman class of students who recently graduated high school. Those numbers (and only these) are reflected in the statistics reported through the Integrated Postsecondary Education Data System (IPEDS) of the U.S. Department of Education. We also receive hundreds of transfer students who started somewhere else but who go on to graduate from a RUSO institution. Chart 1 will show a comparison of all students graduating in a year as a percentage of the freshman class entering that year. ***In most institutions, we graduate significantly more students each year than the number who enter as freshmen in the fall.***

*Number of graduates.* RUSO institutions graduate more bachelor's degree students each year than either the University of Oklahoma or Oklahoma State University. In 2018-2019, OU awarded about 6,212 undergraduate degrees, and OSU awarded 5,682. In the same year, ***institutions in the RUSO system awarded over 8,000 undergraduate degrees, almost 70 percent of the total undergraduate degrees of OU and OSU combined.***

*Graduates' Success.* RUSO institution graduates in Oklahoma after five years continue to earn more money than graduates of Oklahoma's six similar regional tier institutions. Further, more bachelor's degree graduates of RUSO institutions remained in Oklahoma's workforce (5,366) than did graduates of the University of Oklahoma and Oklahoma State University combined, (4,632). ***RUSO institutions are a "brain gain" for Oklahoma.***

*Institutional Productivity.* RUSO institutions overwhelmingly power the workforce for Oklahoma. State and corporate leaders have historically expressed concerns about the shortage of highly trained professionals to meet current needs. Indeed, state data shows that Oklahoma is a "brain drain" state, losing an average of 5,300 college graduates per year, mostly to Texas (Data from Oklahoma Economist, second quarter 2019 report, Federal Reserve Bank of Kansas City, accessed at :

<https://www.kansascityfed.org/publications/research/oke/articles/2019/2q-closer-look-oklahoma-brain-drain>). That average number of college graduates leaving Oklahoma each year exceeds the annual undergraduate production of either OU or OSU.

RUSO institutions are in a key position to address these challenges when reviewing performance data collected by the Oklahoma State Regents for Higher Education. Comparative data are shown in the table below for three cohorts of institutions: RUSO; Oklahoma's other five regional tier institutions comparable to RUSO; and the University of Oklahoma and Oklahoma State University.

Briefly, the data show that the RUSO tier of institutions:

- Graduated more than 3.7 times as many students (7,141) than its five other regional tier peers (1,911).
- Had a higher percentage of graduates still employed in the state, compared to its other tier peers, and both OU and OSU. This is true one year and five years after graduation.
- Five years after graduation, RUSO institutions had more graduates employed in OK (5,366) than the rest of the regional tier (1,314) and OSU and OU (4,632)
- Posted higher median annual earnings after one year than any other group of institutions.
- Five years after graduation, RUSO graduates represent 49% of the four-year degreed graduates staying in Oklahoma.

These data clearly point to the efficiency and effectiveness of RUSO institutions in meeting the needs of Oklahoma with highly prepared graduates who, by remaining in state, serve as a "brain gain." These metrics indicate RUSO institutions are well-suited to address the employment needs of individual Oklahomans who may be displaced while also meeting the demands of employers as Oklahoma's economy continues to grow.

**Oklahoma Higher Education Employment & Median Annual Earnings  
2014 OK Resident Graduates, 5 Years After Graduation**

RUSO	Total Graduates	Number Employed in OK	% Employed in OK	Median Annual Earnings (OK)
Northeastern State University	1,650	1,336	80.97%	\$38,508
East Central University	858	678	79.02%	\$37,354
Southwestern Okla State University	855	660	77.19%	\$46,288
Northwestern OK State University	359	274	76.32%	\$36,314
University of Central Oklahoma	2,704	2,004	74.11%	\$42,592
Southeastern OK State University	715	414	57.90%	\$35,800
<b>Composite</b>	<b>7,141</b>	<b>5,366</b>	<b>75.14%</b>	<b>\$40,860</b>

<b>Other Regional Tier</b>	<b>Total Graduates</b>	<b>Number Employed in OK</b>	<b>% Employed in OK</b>	<b>Median Annual Earnings (OK)</b>
Rogers State University	461	387	83.95%	\$45,596
University of Science & Arts OK	156	125	80.13%	\$31,954
Langston University	357	251	70.31%	\$42,996
Cameron University	710	450	63.38%	\$36,476
Oklahoma Panhandle State Univ.	227	101	44.49%	\$43,738
<b>Composite</b>	<b>1,911</b>	<b>1,314</b>	<b>68.76%</b>	<b>\$39,884</b>
<b>OU/OSU</b>	<b>Total Graduates</b>	<b>Number Employed in OK</b>	<b>% Employed in OK</b>	<b>Median Annual Earnings (OK)</b>
University of Oklahoma	4,964	2,104	42.39%	\$48,632
Oklahoma State University	4,855	2,528	52.07%	\$49,324
<b>Composite</b>	<b>9,819</b>	<b>4,632</b>	<b>47.17%</b>	<b>\$49,112</b>
<b>Total Composite</b>	<b>18,514</b>	<b>11,061</b>	<b>59.74%</b>	<b>\$43,704</b>

**2018 OK Resident Graduates, 1 Year After Graduation**

<b>RUSO</b>	<b>Total Graduates</b>	<b>Number Employed in OK</b>	<b>% Employed in OK</b>	<b>Median Annual Earnings (OK)</b>
East Central University	926	816	88.12%	\$30,000
Northeastern State University	1,730	1,488	86.01%	\$30,190
Southwestern Okla State University	1193	1010	84.66%	\$36,650
University of Central Oklahoma	3,003	2,530	84.25%	\$32,562
Northwestern OK State University	372	305	81.99%	\$29,008
Southeastern OK State University	810	576	71.11%	\$29,468
<b>Composite</b>	<b>8,034</b>	<b>6,725</b>	<b>83.71%</b>	<b>\$31,764</b>

<b>Other Regional Tier</b>	<b>Total Graduates</b>	<b>Number Employed in OK</b>	<b>% Employed in OK</b>	<b>Median Annual Earnings (OK)</b>
Rogers State University	610	561	91.97%	\$34,336
Cameron University	791	666	84.20%	\$24,526
University of Science & Arts OK	134	111	82.84%	\$23,788
Langston University	323	247	76.47%	\$30,304
Oklahoma Panhandle State Univ.	273	163	59.71%	\$23,864
<b>Composite</b>	<b>2,131</b>	<b>1,748</b>	<b>82.03%</b>	<b>\$28,462</b>
<b>OU/OSU</b>	<b>Total Graduates</b>	<b>Number Employed in OK</b>	<b>% Employed in OK</b>	<b>Median Annual Earnings (OK)</b>
Oklahoma State University	5,682	3,554	62.55%	\$31,338
University of Oklahoma	6,212	3,455	55.62%	\$31,720
<b>Composite</b>	<b>11,894</b>	<b>7,009</b>	<b>58.93%</b>	<b>\$31,480</b>
<b>Total Composite</b>	<b>21,736</b>	<b>15,235</b>	<b>70.09%</b>	<b>\$31,168</b>

Source:

<https://www.okhighered.org/econ-dev/dashboards/dashboard-StatewideMedianAnnualEarnings.html>  
(2018-2019)

Please note that universities near a state border (like Southeastern Oklahoma State University and Oklahoma Panhandle State University) have recruiting areas that extend far into neighboring states. For such universities, it is normal for many students to return to their home states after graduation, but SEOSU has a higher percentage of students remaining in OK than other regional tier universities.

### **Graduating Seniors' satisfaction with RUSO institutions**

All institutions employ a graduation survey for Spring Semester commencing seniors. The information collected is based on questions posed to graduating seniors in the comprehensive National Survey of Student Experiences.

These questions also serve as an indirect means to assess student learning as it assumes that satisfaction with a student's overall experience also indicates satisfaction with what was learned.

At the conclusion of the Spring Semester 2019, all RUSO institutions asked two questions on their institutional exit surveys. Question No. 1, that queries graduating seniors' satisfaction with the quality of their education, found an 8 percent over-all increase in satisfaction from 2018. Regarding Question No. 2, there is a 6 percent over-all increase stating students would choose the same institution if they could do it all over again. Each university had a positive increase on each question compared to last year.

Data by institution is shown in the following table. Comparisons with last year's survey are reported in parenthesis. This year's data was collected during the disruption of the COVID-19 pandemic.

University	Question 1 - Were you provided a quality education/ programs?	Question 2 - Would you attend same school if you had to do it over?
ECU	2020 data not available	2020 data not available
NSU	91% (-3%)	88% (-1%)
NWOSU	86% (-12%)	95% (+1%)
SEOSU	85% (+1%)	78% (-9%)
SWOSU	95% (-2%)	93% (no change)
UCO	90% (-1%)	81% (-1%)
<b>RUSO AVERAGE</b>	<b>90% (-3%)</b>	<b>87% (-2%)</b>

### Graduation Success

The Dashboard Work Group has previously shared with the Board its dissatisfaction with the graduation data provided by the Integrated Postsecondary Education Data System of the U.S. Department of Education. IPEDS only measures the success of the cohort of first-time, full-time freshmen who enroll in the fall after graduating from high school, and then graduate from the same institution. It does not report the graduation rates of part-time, returning, adult, Veterans, transfer students, or those who enroll in other terms.

The IPEDS data system has been soundly criticized by institutions across the United States for this narrow spectrum of measuring successful graduation rates, as anyone outside this narrowly defined cohort is not counted. The Student Achievement Measure (SAM) is another source of data. SAM uses follow-up data from the National Student Clearinghouse to provide information on students who begin at one institution and finish at another institution. The SAM data gives more perspective to the student clientele at regional universities.

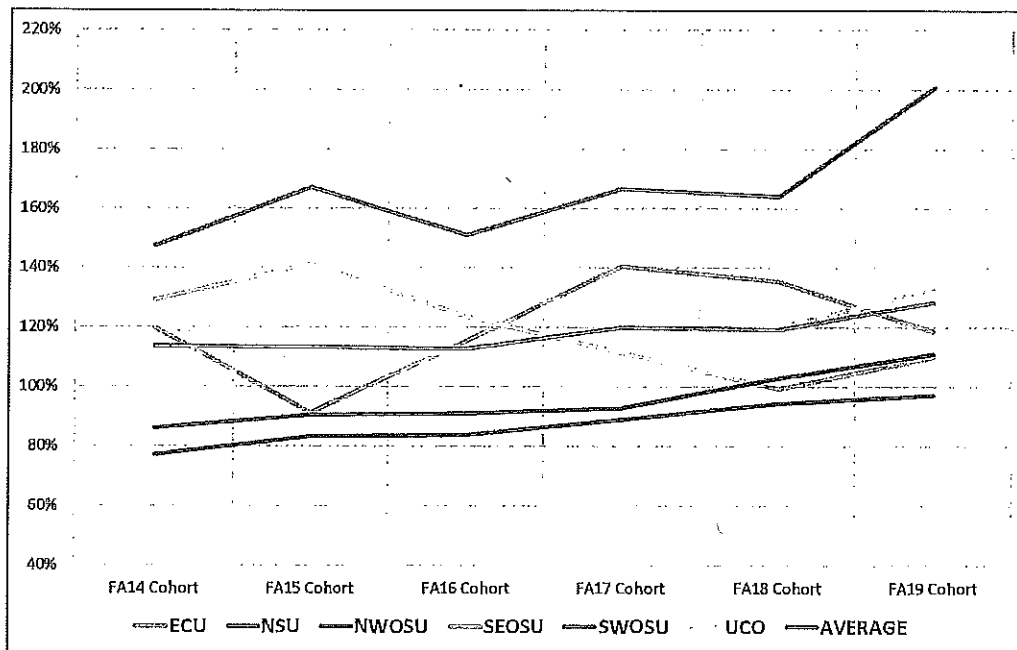
The exceptional success of RUSO institutions in serving the education needs of a broad array of students of all ages and circumstance is shown in Chart 1. This provides a comparison (in percentage terms) of the number of students graduating with an undergraduate degree in a given year divided by the number of full-time freshmen entering that same year.

In the estimation of the Work Group, these numbers are absolutely staggering. The lowest graduation percentage (UG degrees / Entering full-time freshman) at any institution is 78% over a five-year period, and the highest is 200%. ***The average is consistently above 110%, and is trending above 120%.***



A caveat to this enrollment data applies to the NSU percentages. At NSU-Broken Arrow, which does not enroll freshmen or sophomores, almost the entire graduating class is made up of transfer students, which positively skews the average. Even when removing NSU's degrees from the calculation, the average range was from 103% to 114% over the five year period, with a current average of 114%.

Chart I. Total undergraduate degrees as a percentage of incoming full-time freshman class



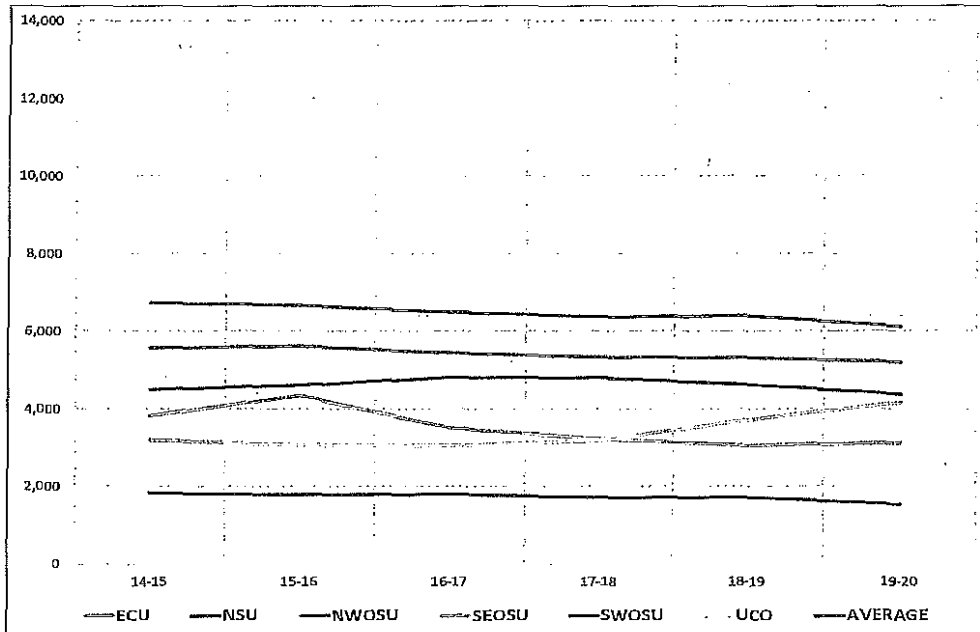
### Access, Progress and Completion

Enrollment at RUSO institutions is a continuing concern. Nationwide, college enrollment peaked in 2010 and has dropped since then, and currently is nearly flat. RUSO enrollment has dropped slightly over the last several years. Many factors could account for this slide, including almost a 30 percent increase in tuition rates among RUSO institutions over the past five years (caused by dramatic and damaging cuts in state appropriations).

Certainly, the COVID-19 pandemic has caused a drop in enrollment this year. A significant contributor also was a change last year in admission standards for OU and OSU, both of which reported record freshman classes in fall 2019. Regardless, many of the students who begin at OU and OSU will transfer and finish a degree at a RUSO institution.

Full-time equivalent (FTE) is calculated by dividing total student credit hours enrolled in a semester and dividing by 15. Because completing 30 hours per year (15 per semester) will allow graduation for a 120 semester hour degree in four years, that is considered "full-time" for this statistic.

Chart 2. Full-time equivalent students



Each RUSO institution continues to implement retention and recruitment strategies designed to maximize student completion and institutional tuition revenue. Examples of these strategies include new student support services, changes in teaching methodology to increase student engagement, changes in freshman orientation classes to help students adjust to college life, changes to student advising models, and changes in tuition waiver awards to better assist students from low-income families. We know that we are losing students each semester who are unable to pay and consequently stop out or drop out.

Chart 3. First-time, full-time freshmen

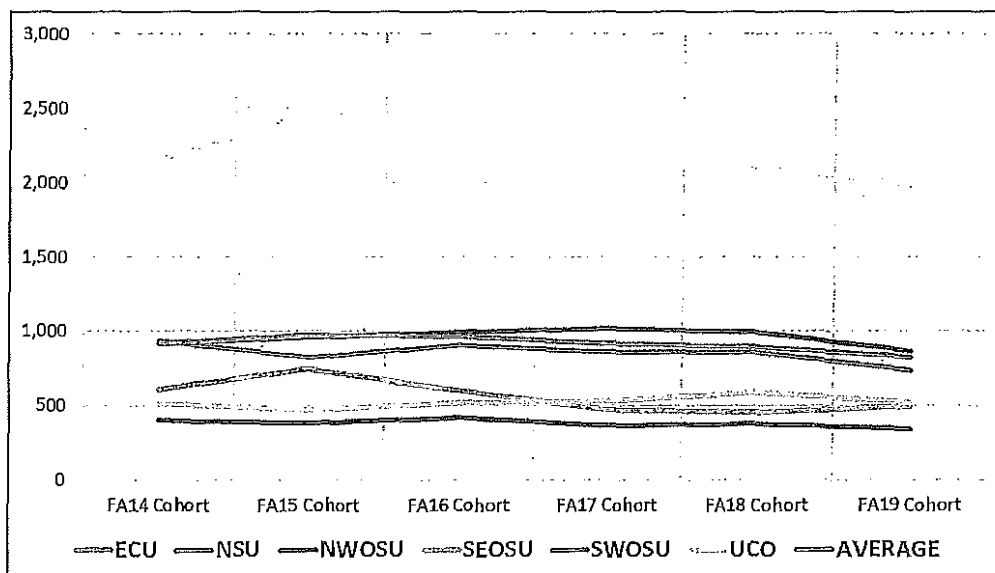


Chart 4. Student Credit Hours

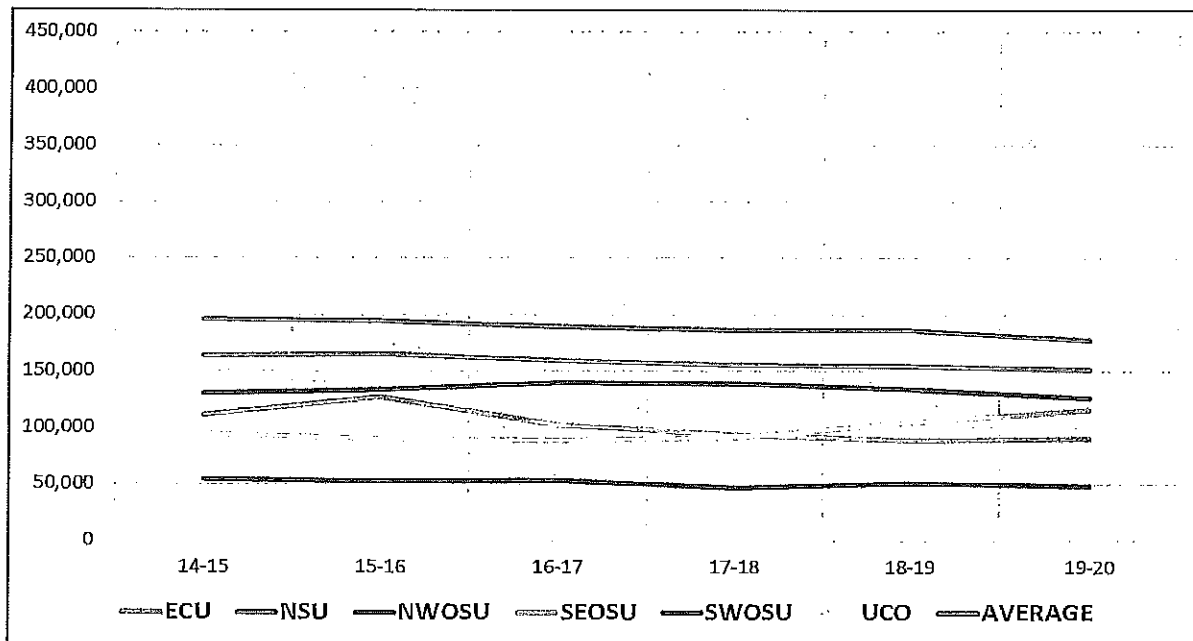
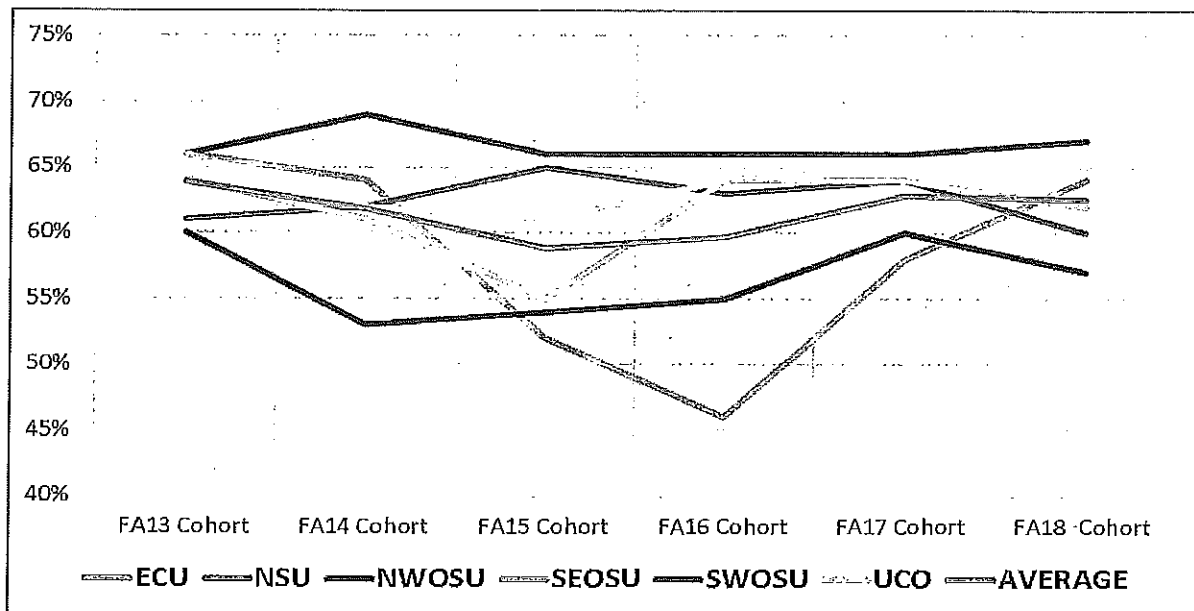


Chart 5. Retention rates, first-time, full-time freshmen



One potential bright spot in RUSO enrollment is a projection from the National Center for Educational Statistics, which shows a 7.4% increase in Oklahoma in the decade 2017-2028.

	Current Data (in thousands)	Projected Data (in thousands)										Change, 2017-18 to 2027-28
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	
United States	3,296	3,285	3,252	3,271	3,291	3,305	3,366	3,425	3,412	3,327	3,337	1.2%
Oklahoma	41	41	41	42	42	40	43	44	44	44	44	7.4%

*Projections of Education Statistics to 2027*, National Center for Educational Statistics, US Department of Education, Feb 2019

### Graduation Rates

The trend among RUSO institutions is toward a higher graduation rate (Chart 6). This statistic is very difficult to move, and the improvement represents considerable work over time by the institutions. There are no shortcuts, and it is problematic to get empirical data on the causes of the improvement. A university often implements many measures at once on a continuous basis, so it is difficult to know definitively which interventions accounted for the change.

IPEDS Graduation rates do not account for students who begin degrees at one institution and finish at another. Many of our RUSO students complete their first two years at our institutions, never intending to graduate, and transfer to a specialized program at another institution and graduate on time (Chart 7). In IPEDS statistical reports, these students are treated the same as dropouts who never completed their college degrees, even though they are indeed successful.

Chart 6. IPEDS Graduation rates (within 6 years)

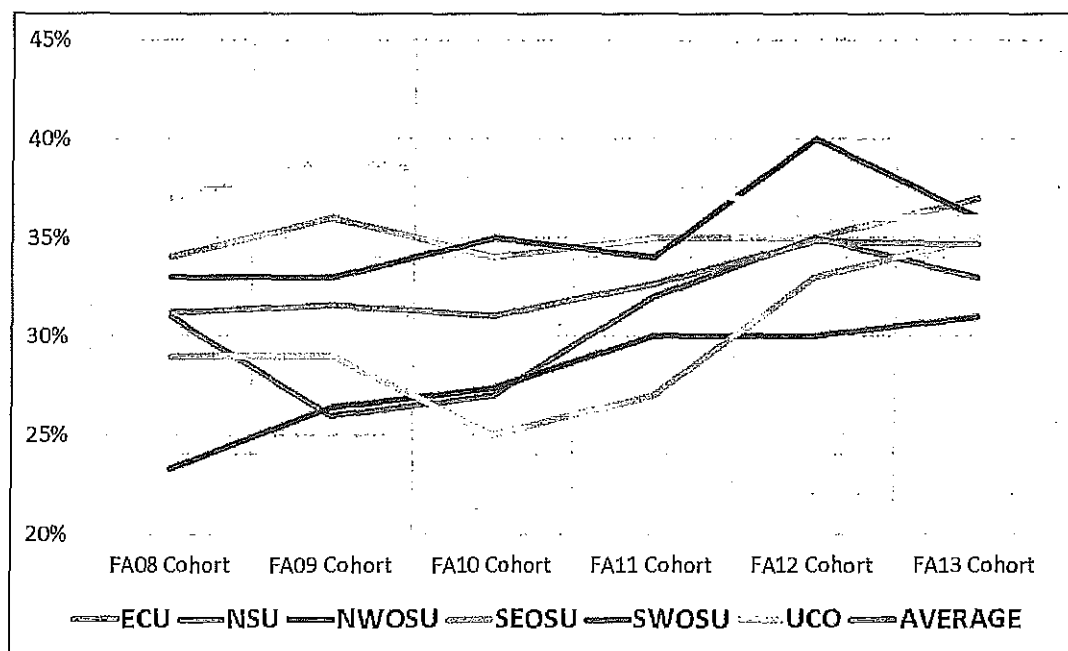
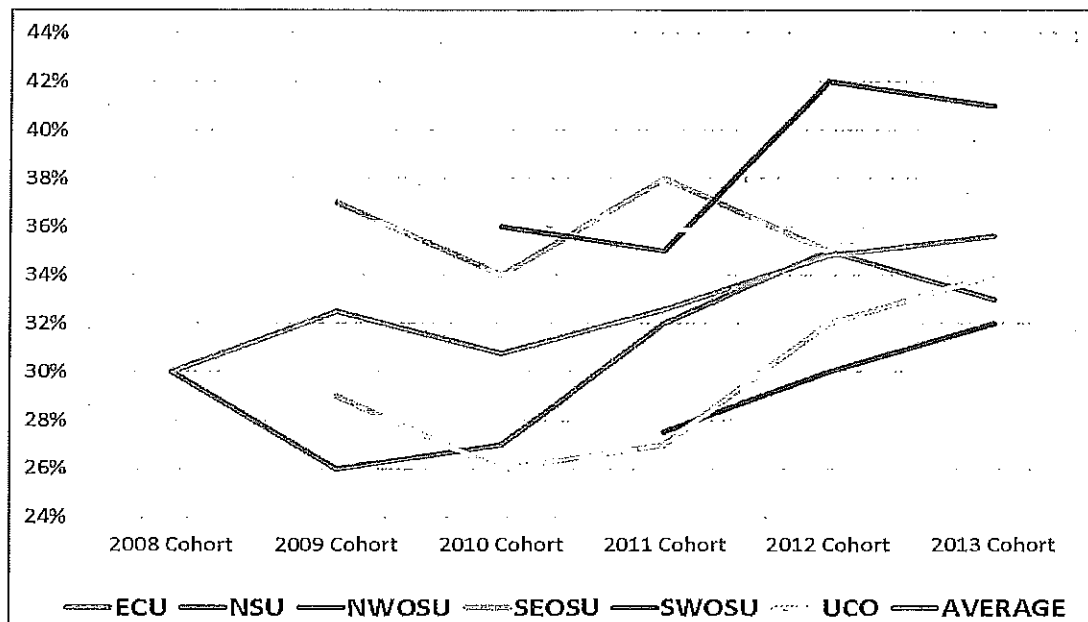
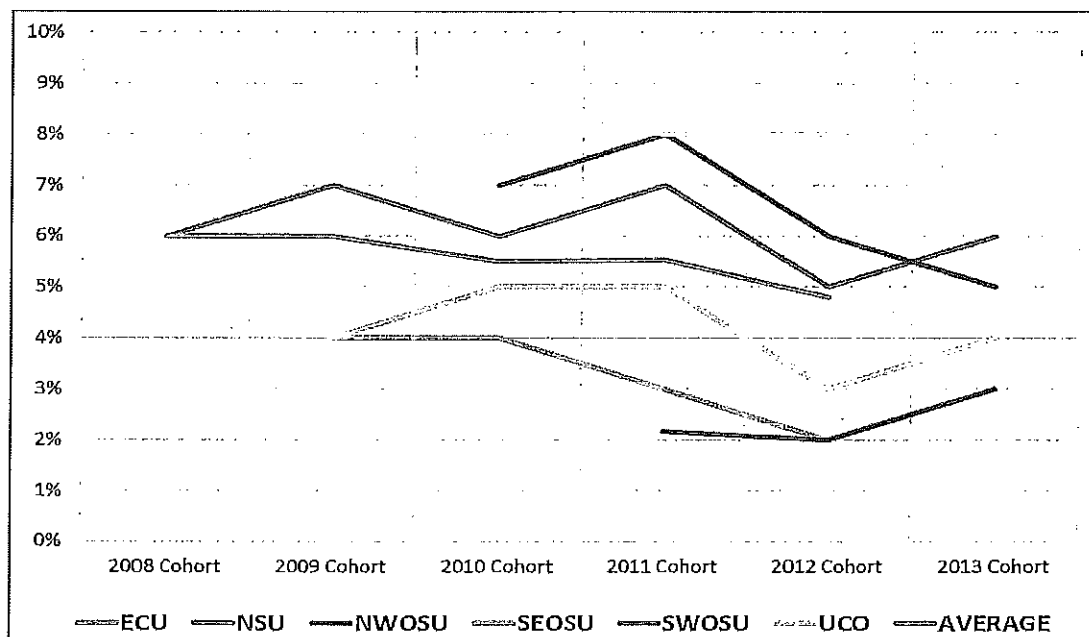


Chart 7. First-time freshmen, transferred and graduated elsewhere in 6 years



Likewise, students who do not complete within six years do not show up as successes in IPEDS data. Many students at RUSO institutions (this chart shows between 2-8 percent of them) work during school, attend part-time, and take longer than 6 years to finish.

Chart 8. First-time freshmen still enrolled after 6 years



The numbers of Bachelor's degrees awarded are holding steady on average. Master's degrees are up considerably at most institutions, and especially at Southeastern Oklahoma State University. Certificates also are up.

Chart 9. Bachelor's degree awarded

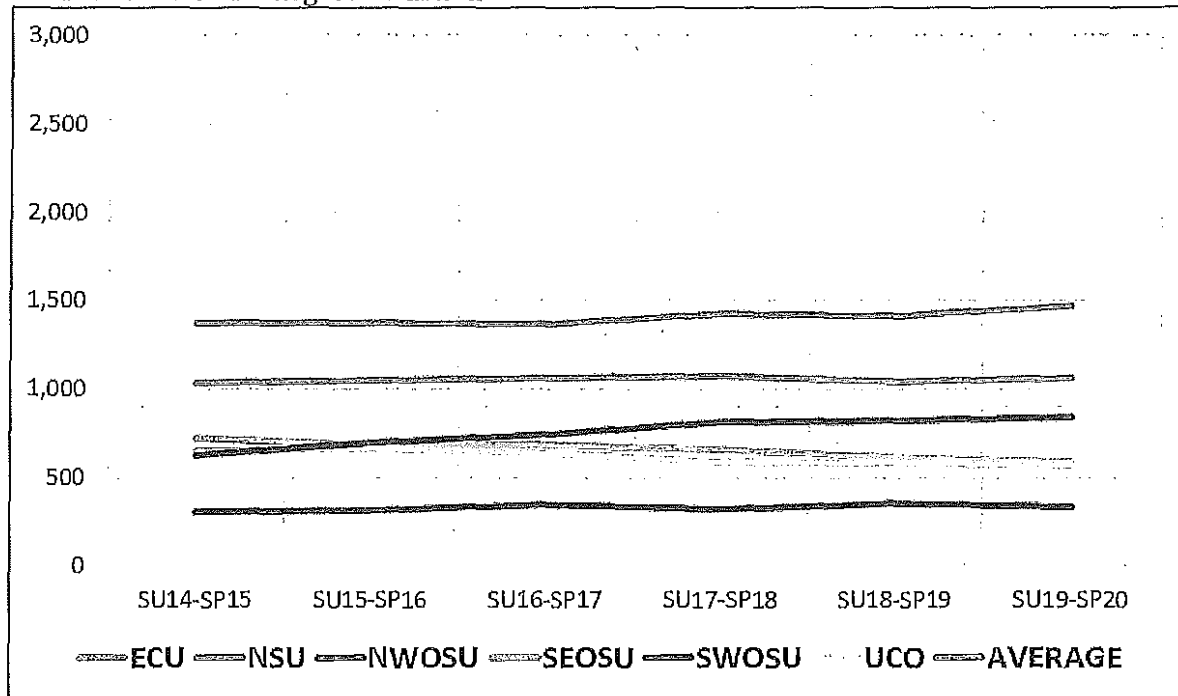


Chart 10. Master's degrees awarded

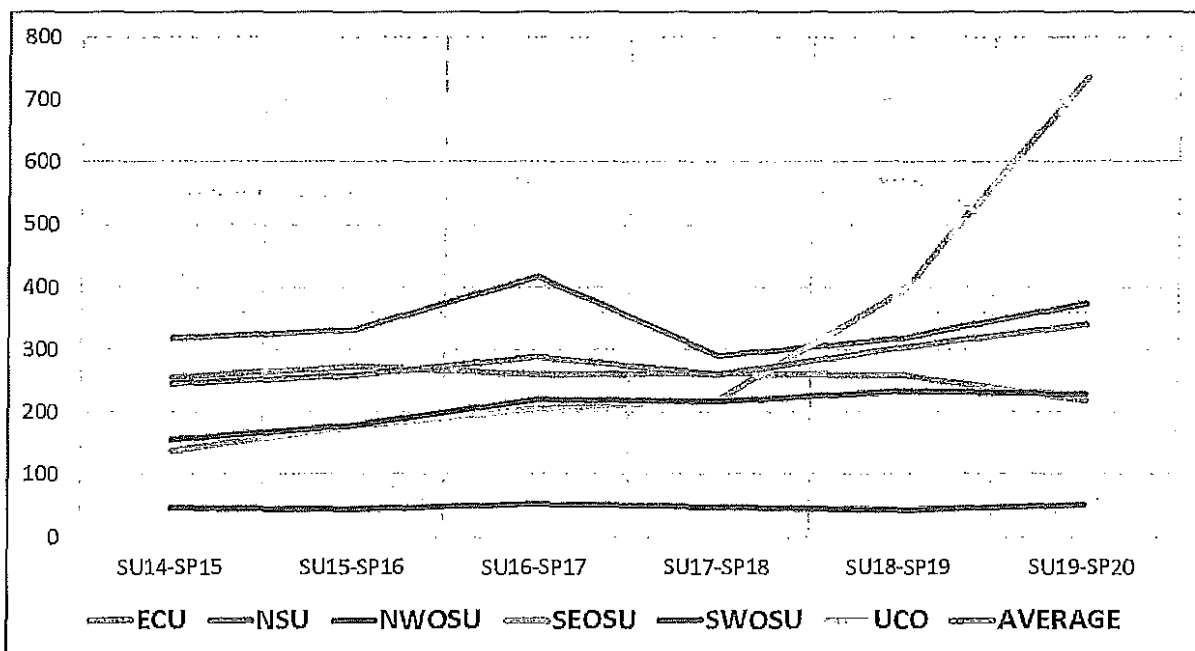
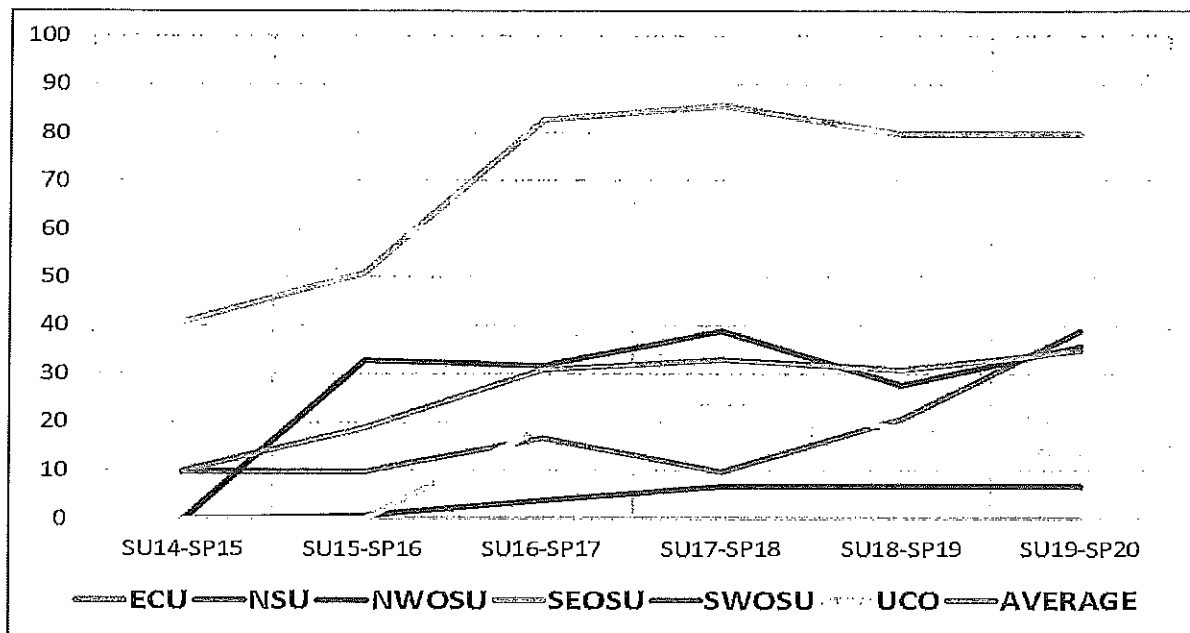


Chart 11. Certificates awarded



### General Education Math and English Completion

We track enrollment and completion rates in General Education Math and English courses because most students take those courses as freshmen, and data from *Complete College America* indicates that passing Math and English as freshmen is a predictor of enhanced probability of graduation.

Because of our investment in the co-requisite model and (in some cases) use of a minimum HS GPA to exempt students from remediation, more students are taking GE Math and English courses, including many who previously would have been placed in developmental courses first. Our current strategy is to enroll most of the deficient students in the GE course along with a required support class. Even though this way of measuring does not show it, we have a higher number of students completing GE Math and English as freshmen than we did previously, which should aid retention.



Chart 12. General Education Math completion rates as a percentage of enrollments  
(Shaded bars indicate the completion rate of Math-deficient students)

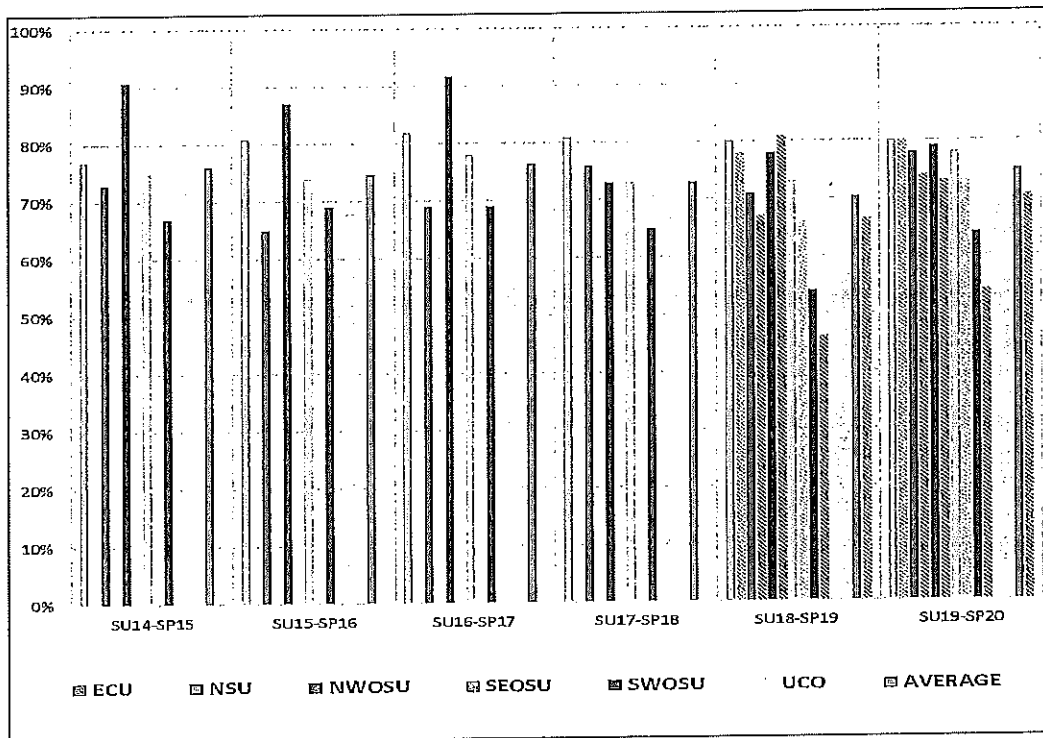
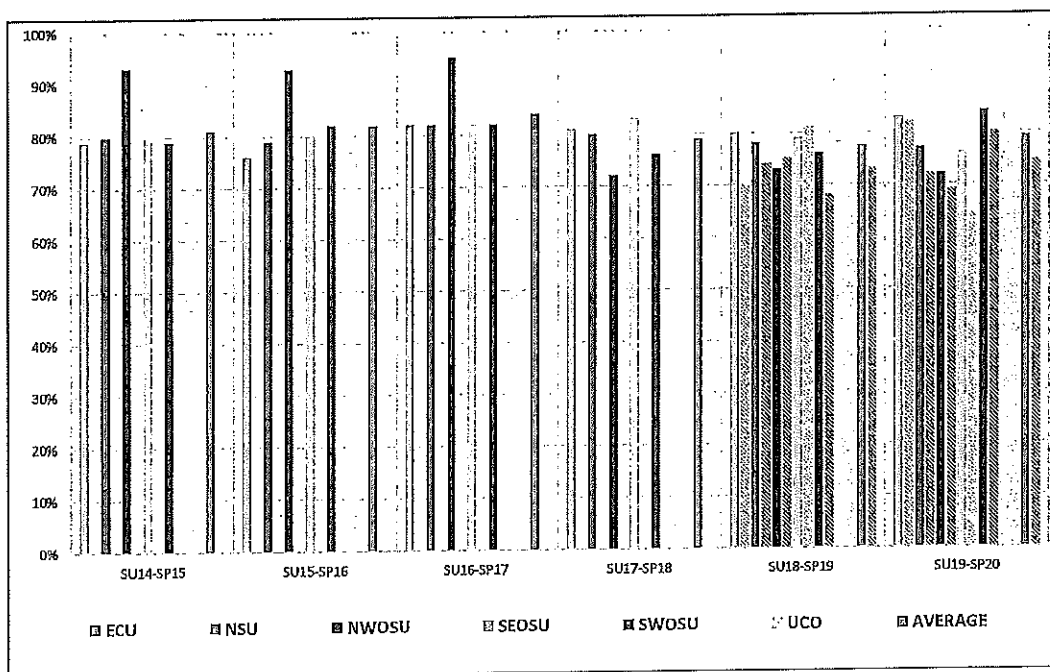


Chart 13. English Composition I completion rates as percentage of enrollment  
(Shaded bars indicate the completion rate of English-deficient students, a new statistic)



**Concluding Observations**

The data sets and their interpretation in this report point to a substantial array of strengths, weaknesses, opportunities, and threats to RUSO institutions. They are summarized below.

The **STRENGTHS** of the RUSO system are many and profound.

- RUSO universities together grant almost 70% as many undergraduate degrees as OU and OSU combined.
- RUSO universities provide an education at a much lower cost of tuition and fees than do the doctoral institutions.
- Our students are very satisfied with the quality of their education. The overwhelming majority would choose their same institution again to pursue their degree.
- RUSO graduates stay in Oklahoma and work for at least 5 years at a rate that exceeds all other state systems and tiers.
- Our cost in tuition and fees is among the lowest in the central Midwest (and indeed the country).

Our **WEAKNESSES** include a chronic state funding problem.

- State appropriations to higher education have dropped at an alarming rate in recent years, 25% over the past five years, and at the same time we have been politically unable to raise tuition sufficiently to make up the difference. Because of the population we serve, our institutions are price-sensitive to the ability of our students to pay higher tuition and fees.
- We are beginning to see evidence that the rising cost of tuition at RUSO institutions is a serious barrier to many of our students, even though we are still at or below regional averages for overall tuition and fees.
- Like many universities around the country, we are experiencing a decline in enrollment that is influenced by a myriad of issues, including college readiness and finances.
- We also have relatively low retention rates, due partly to inadequate college preparation. It is certainly a part of our regional mission to be a point of access for these students, but it presents challenges when substantial numbers must be remediated to have the necessary foundation to succeed.

We have **OPPORTUNITIES** for increased tuition revenue if we can improve student retention and capture our share of a projected growth in potential students.

- Our analysis shows that a good deal of our attrition occurs due to financial pressure on students and families. If we can improve the delivery of financial aid, we can improve retention.
- The RUSO board last year requested that OSRHE raise the tuition-waiver cap, and OSRHE has done so, from 3.5% of E&G to 5% of E&G. Used correctly, this can enhance

retention and net tuition revenue if waivers are strategically used to help retain students who are financially at risk.

- The expansion of Oklahoma's Promise eligibility to current college students will significantly help retain and graduate our lower-income students. This would take legislative approval.
- Oklahoma is among 26 states that are projected to see an increase in traditional high school graduates between 2017-2028. The Center for Educational Statistics with the U.S. Department of Education predicts a 7.4% increase in these graduates. OSRHE in its analysis offers the increase will be primarily among non-white students. RUSO institutions must closely focus on their recruitment and retention strategies and tactics to attract these new students.

**THREATS** limit our ability to carry out our mission.

- The COVID-19 pandemic has impacted enrollments. Numerous Oklahomans have experienced layoffs, lost jobs, or other reductions in employment as a result of the pandemic. Because the pandemic is spreading almost unchecked, it remains a large factor in future financial viability of our institutions.
- Both OU and OSU enrolled larger freshman classes the past two years, primarily by slightly lowering admission standards. They are now accepting students who traditionally would have entered a regional university, and many of those students eventually find their way back to RUSO universities as transfer students.
- Future reductions in state appropriations remain a possibility should the United States enter a recession. Past recessions have taught us that a slowdown in the economy overall will result in less demand for energy resources. This volatility of a major revenue source for the state results in budget reductions. A lesson learned from past recessions is that RUSO institutions must be active public policy advocates and entrepreneurs to help diversify Oklahoma's economy.
- Public PK-16 education is not a priority for legislative funding. This makes a substantial impression among corporations as they investigate potential states for relocation. A recent study completed for the Oklahoma City Chamber by Site Selection Group (SSG), a major recruiter for corporate relocations, found numerous strengths for the metro. On the negative side of the ledger were two significant threats expressed by out-of-state business leaders. They contend that Oklahoma has a shallow workforce talent base, and they hold the perception that lawmakers do not value and will not fund public education. An analysis conducted by SSG of Tulsa's corporate relocation marketability had similar findings.
- The misleading narrative of low graduation rates of regional universities (based solely on skewed IPEDS performance statistics) harms us. We must do a better job of telling our story to decision-makers and leaders across Oklahoma of the many students who we graduate but are not counted by IPEDS. This includes hundreds of students each year who begin at OU or OSU and transfer to and complete their educations at a RUSO school.

- Declining ACT scores among Oklahoma high school seniors present us with remediation challenges.

### **Recommendations for action**

One specific action that could be taken by the RUSO Board of Regents is to support a statutory language change (70 O.S. § 2605 (OSCN 2019) Oklahoma Higher Learning Access Act) to expand Oklahoma Promise eligibility so that students can apply during college.

Many students miss the opportunity to apply when the application window is open 4-5 years prior to college for reasons often beyond their control. Consequently, they struggle financially to remain in school because they are not receiving this scholarship support. In emerging discussions with legislators and OSRHE staff, there is support for a narrowly focused discretionary authority to award scholarships by campus admissions or financial needs basis.

An award would match the same eligibility criteria under current state statutes. Scholarships could be awarded at any point in a student's academic career based on its essentiality to making a difference in whether the student will persist to graduation.

Data is currently being gathered on the RUSO institution retention rates of students who drop out due to financial struggles. Preliminary data indicates that RUSO students who receive only Pell grants have a much higher drop-out rate than students who received both Pell grants and Oklahoma Promise scholarships.

**Appendix A: Data Sources**

The Benchmark and data sources are as follows:

- **Student Satisfaction:** RUSO institutions graduating senior survey.
- **Enrollment:** OSRHE Unitized Data System.
- **Retention:** OSRHE Unitized Data System.
- **Credit Accumulation:** OSRHE Unitized Data System.
- **Gateway Course Completion:** OSRHE Unitized Data System.
- **Education Programs Offered:** *Institutional data.*
- **Transfer Rate:** OSRHE Unitized Data System.
- **Graduation Rate:** OSRHE Unitized Data System.
- **Program of Study Selection:** Institutional Data Collection.
- **Enrollment by Preparation, Economic Status, Age, Race/Ethnicity:** *OSRHE Unitized Data System.*
- **Progression Performance by Preparation, Economic Status, Age, Race/Ethnicity:** *OSRHE Unitized Data System.*

The financial Benchmarks are as follows. All are the province of the Business Officers for data collection and analysis:

- **Composite Financial Index:** *RUSO Business Officers.*
- **Viability:** RUSO Business Officers.
- **Debt Burden:** RUSO Business Officers.
- **Return on Total Net Assets:** *RUSO Business Officers.*
- **Net Operating Revenues:** RUSO Business Officers.
- **Restricted to unrestricted net assets ratio:** *RUSO Business Officers.*
- **Gross tuition contribution ratio and state appropriations contribution ratio:**
- RUSO Business Officers.



OFFICE OF THE PRESIDENT

November 3, 2020

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

Dear Board Members:

The agenda items of Southwestern Oklahoma State University are as follows:

**I. GRANTS, CONTRACTS AND COOPERATIVE AGREEMENTS**

SWOSU has received confirmation of two (2) grants for a total amount of \$ 14,000. Profiles of these awards are presented below.

**A. Louis Stokes Alliance for Minority Participation in Science, Mathematics, Engineering, and Technology ..... \$12,000**

The **NATIONAL SCIENCE FOUNDATION** through Oklahoma State University has awarded a cooperative agreement entitled "*Louis Stokes Alliance for Minority Participation in Science, Mathematics, Engineering, and Technology*" in the amount of \$12,000. The cooperative agreement, in part, supports efforts to recruit minority students to pursue degrees in the science, mathematics, engineering, and technology fields. The primary function of this award is university student training and support. This agreement provided summer research stipends for undergraduate students. The principal investigator of the cooperative agreement is **Dr. Timothy Hubin**.

**B. Remote Proctoring ..... \$2,000**

The **OKLAHOMA STATE REGENTS FOR HIGHER EDUCATION** has awarded a grant entitled "*Remote Proctoring*" in the amount of \$2,000. The grant, in part, supports the purchase of remote proctoring software for the OSRHE remote proctoring study project. The primary function of this award is academic support. The principal investigator of the grant is **Ms. Lisa Friesen**.

Respectfully submitted,



Randy L. Beutler  
President







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

Dear Regent Winchester:

The recommendations of Southeastern Oklahoma State University are as follows:

#### **I. NOTICE OF GRANT AWARDS**

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

**Oklahoma Small Business Development Center .....\$201,118.00**

This grant was awarded to Southeastern Oklahoma State University from the Oklahoma Department of Commerce in the amount of \$201,118. The effective date of the grant is July 1, 2020. This grant's project director is Ms. Michele Hockersmith, State Director. The purpose of this grant is to provide small business management advising, training, and technical services to entrepreneurs and small business owners in all 77 counties throughout Oklahoma. The U.S. Small Business Administration grant establishing Oklahoma Small Business Development Centers (OKSBDC) was awarded to Southeastern Oklahoma State University in 1984. Southeastern then created and sustains a statewide network of service providers including other universities, community colleges, technology centers, economic development entities, and other qualifying organizations to provide grass roots economic and business development services throughout the state. OKSBDC has also created partnerships with other organizations including Chambers of Commerce, commercial lenders, and Oklahoma's Native American tribes. OKSBDC provides a critical and key link between higher education and important statewide and community stakeholders. During the pandemic while all non-essential businesses were closed, the Oklahoma SBDC continued to work via telephone, email, and Zoom conferencing to assist businesses in obtaining funding through the SBA's Economic Injury Disaster Loans (EIDL), the EIDL Advance, and the Paycheck Protection Program (PPP). Advisors fielded calls not only from small businesses but from lending institutions, chambers of commerce, CPA's, and accounting firms that were trying to assist businesses, along with other economic development entities. The advisors worked diligently to stay informed on the latest information available on all programs

available through SBA and all agricultural programs available through USDA. The advisors continue to work with clients to ensure the clients understand the terms of the funding received and that the funds are being used as required and that the client keeps all necessary paperwork in the event they are selected for an audit and in order to qualify for forgiveness of the PPP loan. The OKSBDC worked with clients applying for grants and programs offered to manufacturers by the State of Oklahoma through the Oklahoma Department of Commerce. Advisors assisted multiple clients in applying for \$10 million in competitive meat processing grants which were made available through the state's CARES Act Coronavirus Relief Fund and administered through the Oklahoma Department of Agriculture, Food and Forestry. The Oklahoma SBDC advisors are back in our offices but are prepared to work remotely again if the need arises.

## **II. BUDGET**

In accordance with Board policy 2.1.2, Budget Submission and Approval, Southeastern Oklahoma State University is requesting to amend the following FY 2021 budget as indicated below.

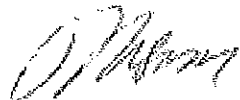
Fund 490, Federal Stimulus Funds, increase from \$500,000 to \$1,500,000.

1) Source of Funds:

- Additional funds from the CARES Act

As part of the Federal stimulus program passed earlier this year, SE was awarded CARES funds. This budget revision is needed to access the remaining funding along with possible State of Oklahoma CARES funds.

Sincerely,



Thomas W. Newsom  
President

**OFFICE OF THE PRESIDENT**

November 3, 2020

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

Dear Board Members:

The recommendations of Northwestern Oklahoma State University are as follows:

**I. PERSONNEL**

**A. Faculty Resignation**

**Jennifer Pribble**, Assistant Professor of Social Work, submitted a letter stating her intention to resign effective May 7, 2021, at the end of the Spring 2021 semester. Ms. Pribble has been with the University since August 16, 2016.

**II. INFORMATIONAL ITEMS**

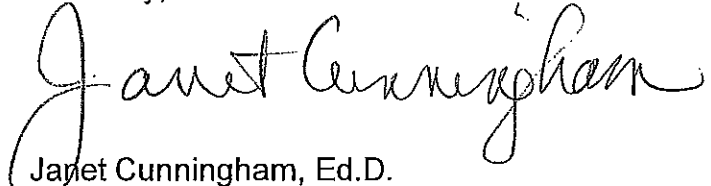
**A. Academic Calendar**

Attached is the Academic Calendar for 2021-2022 for Northwestern Oklahoma State University. The calendar has been submitted for approval to the Oklahoma State Regents for Higher Education.

---

**Northwestern Oklahoma State University**

Sincerely,



Janet Cunningham, Ed.D.  
President

JC:md

Attachment (1)

**OKLAHOMA STATE REGENTS FOR HIGHER EDUCATION**

**Return by December 1, 2020**

Electronic submission with President's signature is preferred (to [sbeauchamp@osrhc.edu](mailto:sbeauchamp@osrhc.edu)).

**Institution: Northwestern Oklahoma State University**

**ACADEMIC CALENDAR FOR 2021-2022**

*NOTE: All schedules should include final exams*

**Summer 2021 Session:**

Semester (8-week session) (begins and ends) 6/1/2021 through 7/26/2021

1st 4-week session (begins and ends) 6/1/2021 through 6/28/2021

2nd 4 week session (begins and ends) 6/29/2021 through 7/26/2021

Please list dates of all holidays/breaks (no classes) 5/31/2021 through 5/31/2021

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

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

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

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

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

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

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

**Fall 2021 Semester:**

16 week Semester (begins and ends)	8/16/2021 through 12/10/2021
1st 8-week session (begins and ends)	8/16/2021 through 10/8/2021
2nd 8-week session (begins and ends)	10/11/2021 through 12/10/2021
1st 4-week session (begins and ends)	Click here to enter begin date. <b>through</b> Click here to enter end date.
2nd 4 week session (begins and ends)	Click here to enter begin date. <b>through</b> Click here to enter end date.
3rd 4-week session (begins and ends)	Click here to enter begin date <b>through</b> Click here to enter end date.
4th 4 week session (begins and ends)	Click here to enter begin date <b>through</b> Click here to enter end date.

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

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

-week session (begins and ends)	Click here to enter begin date. <b>through</b> Click here to enter end date.
-week session (begins and ends)	Click here to enter begin date. <b>through</b> Click here to enter end date.
-week session (begins and ends)	Click here to enter begin date. <b>through</b> Click here to enter end date.
-week session (begins and ends)	Click here to enter begin date. <b>through</b> Click here to enter end date.
-week session (begins and ends)	Click here to enter begin date. <b>through</b> Click here to enter end date.

Please list dates of all holidays/breaks (no classes)

9/6/2021 through 9/6/2021

10/21/2021 through 10/22/2021

11/24/2021 through 11/26/2021

Fall Commencement date (if applicable) 12/5/2021

**Spring 2022 Semester:**

16 week Semester (begins and ends)	1/10/2022 through 5/6/2022
1st 8-week session (begins and ends)	1/10/2022 through 3/4/2022
2nd 8-week session (begins and ends)	3/7/2022 through 5/6/2022
1st 4-week session (begins and ends)	Click here to enter begin date, through Click here to enter end date.
2nd 4 week session (begins and ends)	Click here to enter begin date, through Click here to enter end date.
3rd 4-week session (begins and ends)	Click here to enter begin date, through Click here to enter end date.
4th 4 week session (begins and ends)	Click here to enter begin date, through Click here to enter end date.

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

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

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

Please list dates of all holidays/breaks (no classes)	1/17/2022 through 1/17/2022
	3/14/2022 through 3/18/2022
	Click here to enter begin date, through Click here to enter end date.

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

Spring Commencement date (if applicable)	5/7/2022
	Click here to enter a date.
	Click here to enter a date.

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

Interessions (classes that meet between regularly scheduled semesters or that meet between summer session and fall semester, between fall semester and spring semester, or between spring semester and summer session):

	Fall 2021 Interession (between summer 2021 and fall 2021)	Spring/Winter 2021- 2022 Interession (between fall 2021 and spring 2022)	Summer 2022 Interession (between spring 2022 and summer 2022)
Interession begins	Click here to enter a date.	12/13/2021	5/9/2022
Interession ends	Click here to enter a date.	1/7/2022	5/27/2022

Summer 2021 (if applicable):

Final add date 8 week classes	6/7/2021
Final drop date 8 week classes:	6/7/2021
Final add date first 4 week classes:	6/2/2021
Final drop date first 4 week classes:	6/2/2021
Final add date 2nd 4 week classes:	6/30/2021
Final drop date 2nd 4 week classes:	6/30/2021

Fall 2021:

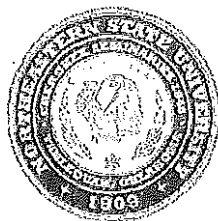
Final add date 16 week classes:	8/24/2021
Final drop date 16 week classes:	8/27/2021
Final add date 1st 8 week classes:	8/20/2021
Final drop date 1st 8 week classes:	8/20/2021
Final add date 2nd 8 week classes:	10/15/2021
Final drop date 2nd 8 week classes:	10/15/2021

Spring 2022:

Final add date 16 week classes:	1/19/2022
Final drop date 16 week classes:	1/24/2022
Final add date 1st 8 week classes:	1/14/2022
Final drop date 1st 8 week classes:	1/14/2022
Final add date 2nd 8 week classes:	3/11/2022
Final drop date 2nd 8 week classes:	3/11/2022

Signature of President Janet Cunningham Date 10/3/20





**NORTHEASTERN STATE UNIVERSITY**  
*OFFICE of the PRESIDENT*

November 3, 2020

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

Dear Board Members:

The recommendations of Northeastern State University are as follows:

**I. PERSONNEL**

**A. FACULTY APPOINTMENTS TENURE-TRACK**

**Ms. Tracy Freudenthaler** has been appointed Assistant Professor in the Master's of Public Health program in the Gregg Wadley College of Science and Health Professions effective January 4, 2021. This is a full-time regular, 9-month, tenure track position at an academic year salary rate of \$66,100. She is filling the position left vacant by Mr. Daniel Scott Wengerd.

Ms. Freudenthaler holds the following degrees: B.A., Psychology, Northeastern State University; M.P.H., Public Health, University of Oklahoma College of Health Sciences and is currently working toward her doctorate.

Her professional experience includes: Data Collection Staff, Research Triangle Institute – three years; Visiting Instructor, Oklahoma State University – four years; Guest Lecturer, Oklahoma State University College for Health Sciences – four years; General Education Instructor, Platt College - six years; Data Entry Coordinator for PPAEO Research Department and Research Coordinator, Heartland Health Institute – four years; and Adjunct Instructor, Northeastern State University – two years.

**Dr. Allen Shamow** has been appointed Assistant Professor of Social Work in the College of Liberal Arts effective January 4, 2021. This is a full-time regular, 9-month, tenure track position at an academic year salary rate of \$50,540. This is a new position.

### **Northeastern State University**

Dr. Shamow holds the following degrees: B.A., Psychology, Kalamazoo College; M.S.W., Social Work, Washington University-St. Louis; and Ph.D., Criminology and Criminal Justice, University of Missouri-St. Louis.

His professional experience includes: Contractual Therapist, Lake Orion Counseling Center, Michigan – two years.

### **B. FACULTY APPOINTMENTS (NON-TENURE TRACK)**

**Ms. VeraLynn Mecham** has been appointed Instructor of Medical Laboratory Science in the Gregg Wadley College of Science and Health Professions effective January 4, 2021. This is a full-time regular, 9-month, non-tenure track position at an academic year salary rate of \$47,130. She is filling the position left vacant by Dr. Alexis Jones.

Ms. Mecham holds the following degrees: B.S., Physics, University of Missouri; B.S., Medical Laboratory Science, Northeastern State University, and M.S., Health Care Administration, Oklahoma State University.

Her professional experience includes: the following positions from St. Francis Laboratory; Chemistry Supervisor and Laboratory Support Supervisor – four years; additional positions from St. Francis Laboratory, Medical Laboratory Scientist of Microbiology, Outreach Laboratory, and Core Laboratory – four years; Medical Laboratory Scientist, St. John Hospital – one month; and Administrator and Math and Science teacher in private education institutes – 14 years. Ms. Mecham is currently an Adjunct at Northeastern State University.

### **C. RESIGNATIONS**

**Ms. Deborah Al-Rawi**, Instructor of Speech-Language Pathology in the Gregg Wadley College of Science and Health Professions has submitted her resignation effective October 23, 2020. Ms. Al-Rawi has worked at Northeastern State University since September 2017.

**Dr. Ricky D. Wallace**, Assistant Professor of Health Care Administration/Business Administration in the College of Business and Technology has submitted his resignation effective December 15, 2020. Dr. Wallace has worked at Northeastern State University since August 2017.

**Northeastern State University**

**II. PURCHASES**

**Northeastern State University presents the following items over \$150,000 to be approved in accordance with the policy of the Board. (All funding is E & G unless otherwise noted.):**

PPE Supplies.....(OMES).....\$267,587.27

We are requesting to bid and award a contract to the lowest responsible bidder to sanitize high use academic buildings and student common areas using a disinfectant solution or spray that meets CDC guidelines for virus and bacteria remediation. Total contract not to exceed \$267,587.27. Source of funding will be reimbursed from Oklahoma Management Employment Services (OMES) CARES Act Allocation.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'STL' with a stylized flourish.

Steve Turner, Ph.D.  
President





Office of the President  
Danley Hall, Suite 204  
1100 E. 14<sup>th</sup> Street, PMB P-8 • Ada, OK 74820-6999  
(580) 559-5213 office • (580) 559-5788 fax • [www.ecok.edu](http://www.ecok.edu)

2 November 2020

Regional University System of Oklahoma  
Landmark Towers  
3555 NW 58<sup>th</sup> Street, Suite 320  
Oklahoma City, OK 73112

Dear Chair Winchester and Members of the Board:

The recommendations of East Central University are as follows:

**I. PERSONNEL**

None to report at this time.

**II. REQUESTS FOR CONTRACTS**

None to report at this time.

**III. GRANTS AND CONTRACTS**

**SCISSORTAIL WRITING FESTIVAL.....\$4,500**

East Central University received a \$4,500 grant from the Oklahoma Arts Council. The project period: 1 July 2020 through 30 June 2021. This grant will provide funding for the artist fees. The Project Director is Dr. Ken Hada.

**Total Grants and Contracts--\$4,500**

**IV. PURCHASES**

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

CDW, at a cost of \$56,661.43 for cameras, LED Televisions, and computers for redesigned areas for academic instruction due to COVID-19. (490 - CARES Fund)  
(State Contract)

TruTechnologies, at a cost of \$98,505.61 for replacement of the Fire Alarm Panel with a Voice Evac Panel at Briles Hall Dormitory (Auxiliary Fund)

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

Faculty laptops, docking stations, and cases at an estimated cost of \$158,062. This is needed technology to allow faculty to teach remotely due to COVID-19. (State CARES Funding)

Respectfully submitted,

A handwritten signature in cursive script, reading "Katricia G. Pierson".

Katricia G. Pierson, Ph.D.  
President



UNIVERSITY OF  
**Central Oklahoma**

University of Central Oklahoma

**Edmond, Oklahoma  
November 13, 2020**

Board of Regents Regional University System of Oklahoma  
Landmark Towers  
3555 N.W. 58<sup>th</sup> St., Suite 320  
Oklahoma City, OK 73112

Dear Board Members:

The recommendations of the University of Central Oklahoma are as follows:

**I. Personnel**

**A. Resignation**

**Dr. Casie Collamore**, Lecturer in the **Department of Biology**, will resign her position, effective December 15, 2020. Dr. Collamore has served the University of Central Oklahoma in a full-time capacity since 2016.

**B. Retirement with Resolution**

**Ms. Sandra Martin**, Lecturer in the **Department of Mass Communication**, will retire from her position, effective December 15, 2020. Ms. Martin has served the University of Central Oklahoma in a full-time capacity since 2007.

**II. Executive Summary of Awards**

Following are the new contracts that have been awarded since the last Board Letter:

**October 2020**

Creating Healthy Environments in Schools, \$20,621  
Oklahoma State Department of Health  
7/01/2020 – 6/29/2021

Rachelle Franz, College of Education and Professional Studies

Funding from this grant will provide the development of curriculum to be used in training future and current educators about creating healthy environments in schools.

Poetry Out Loud, \$17,500

Oklahoma Arts Council

7/1/2020 – 6/30/2021

Sandra Kent, Oklahoma A+ Schools

This grant will allow for professional handling and presentation of all aspects of the Oklahoma Poetry Out Loud Contest.

UCO Employment Services, \$55,547

Oklahoma Partnership for School Readiness Foundation

7/1/2020 – 6/30/2021

Greg Wilson, Office of Research and Sponsored Programs

This award will provide additional funds for professional staffing services to support the infrastructure of the Oklahoma Partnership for School Readiness.

2020 Oklahoma Local Site Selections and Data Analysis, \$4,781

Oklahoma Highway Safety Office

7/15/2020 – 9/30/2020

Lori Risley, Adult Education and Safety Sciences

Funds from this grant will allow UCO to provide oversight in completing local survey site selections by a qualified statistician for the Oklahoma Highway Safety Office Seat Belt Observational Study.

Improving Student Health and Academic Achievement through Nutrition, Physical Activity and the Management of Chronic Conditions in Schools, \$57,356

Oklahoma State Department of Education

8/28/2020 – 6/30/2021

Stephanie Canada-Phillips, College of Education and Professional Studies

The purpose of this grant is to provide training on how to address physical education and activity during school and during possible school closures while implementing social distancing practices through the development of a physical education cadre of trainers.

Project SPEAK UP, \$134,221 (Year 1) \$299,124 (All 3 Years)

U.S. Department of Justice

9/1/2020 – 9/1/2023

CFDA#16.525

Julia Reed, Center for Counseling and Well-Being

This grant will enhance victim services, implement prevention and education programs, and develop and strengthen campus security and investigation strategies in order to prevent, prosecute, and respond to domestic violence, dating violence, sexual assault, and stalking on college campuses.

Online Consortium of Oklahoma: Remote Proctoring Study, \$2,000

Oklahoma State Regents for Higher Education

9/9/2020 – 12/18/2020



David Pezant, Student Support Services

Funds from this grant will support remote proctoring efforts which can include, but are not limited to, helping pilot a remote proctoring program, or help to support an ongoing program during the fall 2020 semester.

Fire Effects in Gulf of Mexico Marshes, \$12,424

Mississippi State University

10/1/2020 – 8/31/2021

Chris Butler, College of Math and Science

Funds from this grant will be used to determine the distribution and abundance of black and yellow rails and mottled ducks in the high marsh habitats across the five Gulf States and to identify fires practices that support their populations through an adaptive management process.

Oklahoma School Behavior Consultation, \$125,571

Oklahoma State Department of Education

10/20/2020 – 6/30/2021

Scott Singleton, College of Education and Professional Studies

Funding from this grant will enable Behavior Analysis graduate students from UCO to conduct behavior consultation services for Oklahoma public schools.

Fifty cases will be available during the school year.

UCO Oklahoma Regional Math Teachers' Circle 2020, \$3,000

Oklahoma State Department of Education

10/31/2020 – 7/31/2021

Kristen Karber, College of Math and Science

Funds from this grant will be used to host four regional Math Teachers' Circle (MTC) meetings and to promote Oklahoma MTCs through various avenues.

INBRE Travel Grant, \$2,000

OK-INBRE

11/1/2020 – 4/30/2021

Benjamin Tayo, College of Math and Science

Funds from this grant will allow Dr. Tayo and two students to attend the American Physical Society Meeting, March 15-19 in Nashville, TN.

### **III. Purchases for Approval**

- a. The University of Central Oklahoma, Office of Information Technology (OIT) in April 2019 requested and received approval to obligate funds to maintain the university's technology infrastructure through Presidio, one of several Cisco resellers on statewide contract. We are now requesting permission to utilize any of Cisco's authorized resellers. This change does not affect the original cost, or terms and conditions.

**IV. Informational Items from Purchasing**

- a. Cory's Audio-Visual Services, Video Conferencing Infrastructure  
Source: CARES Act HEERF Funds .....\$74,891
- b. Ex Libris USA, Inc., Library Platform Annual Subscription Fees  
Source: E&G.....\$98,010
- c. Houston Promotions, LLC, Promotional Design for STLR Program  
Source: Course Fee Colleges/Departments.....\$70,180
- d. Majority Plus, LLC, Professional Consulting Services  
Source: Auxiliary .....\$60,000
- e. Steris Corporation, Math and Science Sterilizers  
Source: Course Fee Colleges/Departments .....\$55,252

Patti Neuhold-Ravikumar  
President

**REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA**

**RESOLUTION**

**WHEREAS, MS. SANDRA MARTIN**, Lecturer in the **Department of Mass Communication**, has served the University of Central Oklahoma with honor and distinction for a period of thirteen years; and

**WHEREAS, MS. SANDRA MARTIN**, will retire on December 15, 2020; and

**WHEREAS, MS. SANDRA MARTIN**, having served the University of Central Oklahoma for thirteen years, has shared her talents and knowledge with countless students and has assisted and inspired them in a variety of career areas; her contributions to the profession of education have been evidenced through memberships in numerous professional organizations; and her dedication to the University of Central Oklahoma is evidenced by her service on Departmental, College, and University councils and committees.

**WHEREAS, MS. SANDRA MARTIN's** many years of dedicated service deserve special recognition:

**NOW, THEREFORE, BE IT RESOLVED** that the Regional University System of Oklahoma bestows upon **MS. SANDRA MARTIN**, the honorary title of "**Emeritus Lecturer of Mass Communication**" and extends to her an expression of commendation and appreciation for her contribution to the success of the University of Central Oklahoma, and wish for her continued health and happiness, and a feeling of joy and satisfaction which rightfully comes to a person who has served so faithfully and honorably as an educator in our State; and

**BE IT FURTHER RESOLVED** that this resolution be entered into the official minutes of the Regional University System of Oklahoma and a copy, signed by the Chairman of the Board, be forwarded to **MS. SANDRA MARTIN**.

**ADOPTED** by the Regional University System of Oklahoma this 13th day of November, 2020.

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Susan Winchester, Chair  
Regional University System of Oklahoma

ATTEST:

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Jane McDermott, Secretary

