



MINUTES

REGULAR BOARD MEETING

SEPTEMBER 6, 2024

9:00 A.M.

NORTHWESTERN STATE UNIVERSITY
STUDENT CENTER, FIRST FLOOR, RANGER ROOM
ALVA, OKLAHOMA

AGENDA
September 6, 2024

9:00 a.m.
Northwestern Oklahoma State University
Student Center, 1st Floor, Ranger Room
Alva, Oklahoma

Official action can only be taken on items which appear on the agenda. The RUSO Board of Regents may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the Regents may refer the matter to the Executive Director or Legal Counsel. The Regents may also refer items to staff or committees for additional study. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely.

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

1. (Action) Discussion and possible action excusing absent Regents.

Chair McDermott called the meeting to order. Roll call established the presence of a quorum with 8 Regents present.

Susan Winchester, Position 1
Chris VanDenhende, Position 2
Lake Carpenter, Position 3
Chuck Perry, Position 4
Connie Reilly, Chair, Position 5
Jane McDermott, Position 6
Amy Anne Ford, Position 7
Thomas Kupiec, Position 8

No regents requested to be excused and no motion was made.

III. Presentation by Regent Jane McDermott regarding the Chairman's Report.

Regent McDermott reported on the following:

- The front of the board packets this meeting have three logos, the University of Oklahoma, Oklahoma State University, and the Regional University System of Oklahoma.
- These three entities are driving higher education in the state of Oklahoma.

- RUSO is a system of almost 40,000 students and she is proud of that, and expressed the importance of telling the RUSO story better as a system and letting people know the impact RUSO universities have on the state.
- This year there will be a focus on workforce and how RUSO universities are moving the needle for the State of Oklahoma in a positive way.
- RUSO will be bringing in various guest speakers to learn what the state is doing for workforce in order to learn ways in which RUSO can better engage as a system.
- RUSO will be working with the legislature this year on academic service areas.
- Regent McDermott shared some thoughts on the book *Know What You're For* by Jeff Henderson.
- Regent McDermott stated that we will continue to have our virtual committee meetings the Tuesday before board meetings.

IV. (Action) Discussion and possible action regarding the Consent Docket consisting of previous minutes and academic program modifications.

1. MINUTES OF PREVIOUS MEETING

- a. Approval of Minutes of Regular Meeting, June 20, 2024.

B. ACADEMIC AFFAIRS-- (Attachment A)

1. Southwestern Oklahoma State University

a. Program Modification Requests

- 1. BBA Entrepreneurship
- 2. MBA Data Science and Technology
- 3. BS Artificial Intelligence

Regent Reilly made the motion to approve the items on the consent docket, seconded by Regent Kupiec.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

Voting against the motion: none

V. REPORT OF RUSO COMMITTEE PROCEEDINGS

1. FACILITIES STEWARDSHIP COMMITTEE – Regent Amy Anne Ford (Attachment B)

1. Presentation by Chair, Regent Amy Anne Ford and possible discussion with RUSO Regents regarding the Facilities Stewardship Committee Meeting held on Wednesday, September 4, 2024, 3:00 p.m., via zoom.

Regent Ford discussed the importance of the deferred maintenance plans and how that money is tracked by the RUSO Regents and the State Regents. Each of the universities have turned in their lists and how the money is being sent. All universities have reported that their current lists represent items that were turned into the State Regents on May 29th 2024. Regent Ford discussed how the regents will begin to review progress on the deferred maintenance using a sheet presented by Southeastern University.

Regent Ford reiterated that the legislation for deferred maintenance specifically mentions that the deferred maintenance projects must be on the original list turned into the State Regents on May 29th 2024.

2. Discussion regarding Southwestern Oklahoma State's Deferred Maintenance list.
3. (Action) Discussion and possible action regarding facilities approvals for East Central University.

a. Approval items (Deferred Maintenance):

1. Project: HVAC Replacement

Project Description: ECU requests approval to engage the lowest responsible bidder for an HVAC replacement (Trane) in the Bookstore/Old Memorial Student Union. The broken unit is beyond repair, and due to summer temperatures, time is of-the-essence.

Requested Funding Approval: Not to exceed \$160,000.

Revenue Source: New College 650

Vendor: Lambert Mechanical Inc.

2. Project: Deferred Maintenance Repair of Knight Hall

Project Description: ECU requests approval to hire an architect to repair and renovate Knight Hall (a student residential facility), which has been offline since 2017.

Requested Funding Approval: To be determined
Revenue Source: Fund 295, Section 13 (Deferred Maintenance One-Time Funding Revenue)
Vendor: To be determined.

Regent Ford made the motion to approve ECU's facilities requests, seconded by Regent Carpenter.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

Voting against the motion: none

Regent VanDenhende made the motion to approve ECU's request for Deferred Maintenance Repair of Knight Hall with revenue source amended, seconded by Regent Ford.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

Voting against the motion: none

4. (Action) Discussion and possible action regarding facilities approvals for Northwestern Oklahoma State University.

a. Approval items:

1. Project #505-0050 Campus Roof Replacements_

Project Description: Northwestern requests permission to bid and award a contract(s) to replace roofs on the following buildings: Health and Sports Science Education, Science, Wellness Center (flat roof), Vinson Hall (V shaped roof) and Coronado Cafeteria. These roofs have been replaced at various times in the past and all have exceeded their useful life.

Requested Funding Approval: Not to exceed \$1,200,000.

Budget Breakdown: All costs associated with roof removal and replacement for each building.

Congruent with Facilities Master Plan or Strategic Plan: Yes

Revenue Source: Fund 295, Section 13 (Deferred Maintenance One-Time Funding Revenue)

2. Project #505-0004 Modification of HVAC

Project Description: Northwestern requests permission to bid and award a contract(s) to modify, add or replace HVAC systems and/or chillers for the following buildings: Vinson Hall, Percefull Fieldhouse, and Health and Sports Science Education. These systems all have exceeded their useful life.

Requested Funding Approval: Not to exceed \$800,000.

Budget Breakdown: All costs associated with removal of old systems and installation of new systems.

Congruent with Facilities Master Plan or Strategic Plan: Yes

Revenue Source: Fund 295, Section 13 (Deferred Maintenance One-Time Funding Revenue)

3. Projects #505-0049 Ranger Stadium Parking Lot

Project Description: Northwestern requests permission to partner with the City of Alva and the Woods County Commissioners to repair potholes and chip and seal the parking lot at Ranger Stadium (these agencies have public bids on file for materials and labor). Northwestern also requests permission to bid and award a contract to reconfigure drainage issues associated with the parking lot and parking tiers. Materials purchased will also be used to fill various potholes in other campus parking lots.

Requested Funding Approval: Not to exceed \$400,000.

Budget Breakdown: All costs associated for materials and labor.

Congruent with Facilities Master Plan or Strategic Plan: Yes

Revenue Source: Fund 295, Section 13 (Deferred Maintenance One-Time Funding Revenue)

4. Project #505-0005 Major Repairs & Renovations

Project Description: Northwestern requests an addition to a facilities item approved at the April 21, 2023, board meeting. The original request was to bid and award a contract to replace the underground electrical vault located next to the Jesse Dunn Building. Northwestern is requesting to add to this original approval authority to replace the

electrical vault located behind Herod Hall. Both units were installed 50+ years ago and have exceeded their useful life.

Requested Funding Approval: The new requested amount for both vaults should not exceed \$1,500,000.

Budget Breakdown: All costs associated with the removal of old electrical transformers and wiring and replacing them with new units.

Congruent with Facilities Master Plan or Strategic Plan: Yes

Revenue Source: Fund 295, Section 13 (Deferred Maintenance One-Time Funding Revenue)
Easley Associates Architects, Enid, Oklahoma, will continue as the architectural firm to oversee the bidding and contract fulfillment of each deferred maintenance project. Fund 295, Section 13 Deferred Maintenance One-Time Funding Revenues will also be used to pay all architect fees.

Regent Ford made the motion to approve NWOSU's facilities requests, seconded by Regent Reilly.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

Voting against the motion: none

b. Ratification of Emergency Approval:

Donation of Church Property

Request ratification of emergency approval given on July 31, 2024, by Regent Amy Ford, Chair of the Facilities Stewardship Committee, and Regent Jane McDermott, Chair of the RUSO Board, allowing Regent McDermott to execute all legal documents transferring ownership of the land and building located at 628 Church Street, Alva, Oklahoma, from the First Presbyterian Church to Northwestern Oklahoma State University. This is a donation from the First Presbyterian Church. The property was transferred via a general warranty deed. Attached is a copy of the general warranty deed, affidavit of land ownership buyer and seller consent to transaction, and the contract for the transfer of property. The Reichenberger Department of Fine Arts will use this new space as a practice facility for band and choir.

Regent Ford made the motion to approve the ratification of emergency approval regarding the donation of church property for NWOSU, seconded by Regent Reilly.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

Voting against the motion: none

5. (Action) Discussion and possible action regarding facilities approvals for Southeastern Oklahoma State University.

a. Approval items:

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:

1. Project Name: Bloomer Gym High Roof

Project Description: The roof is an original flat tar and gravel roof that had a membrane roofing system with multiple flashing points. The project will remove the existing roof and install a new Thermoplastic polyolefin "TPO System".

Project Number(s): 660-0801
Amount: \$165,000 Estimated
Source of Funds State Regents Deferred
Maintenance
Vendor: To Be Determined

2. Project Name: Bloomer Gym Low Roof

Project Description: The flat roof is an original tar and gravel roof that had a membrane roofing system with a brick wall around perimeter, multiple drainage areas as well as flashing points. The project will remove the existing roof and install a new Thermoplastic polyolefin "TPO System".

Project Number(s): 660-0801
Amount: \$65,000 Estimated
Source of Funds State Regents Deferred
Maintenance
Vendor: To Be Determined

3. Project Name: Bloomer Sullivan Arena Low Roof

Project Description: This is the original roof from when the arena was built over 20 years ago. The project will include installing an insulation board under the new Thermoplastic polyolefin “TPO System” roof. Roof drains will also be retrofitted with a new roof hatch and walk pad for HVAC units.

Project Number(s): 660-0801

Amount: \$65,000 Estimated

Source of Funds State Regents Deferred Maintenance

Vendor: To Be Determined

4. Project Name: Morrison Roof - West

Project Description: The roof is an original tar and gravel roof that has Duralast roof system. The project will remove an existing wooden HVAC support structure and install a new Thermoplastic polyolefin “TPO System”.

Project Number(s): 660-0801

Amount: \$75,000 Estimated

Source of Funds State Regents Deferred Maintenance

Vendor: To Be Determined

5. Project Name: Hallie McKinney Low Roofs

Project Description: The flat roof is an original tar and gravel roof that had a membrane roofing system with a brick wall around perimeter, multiple drainage areas as well as flashing points. The project will remove the existing roof and install a new Thermoplastic polyolefin “TPO System”.

Project Number(s): 660-0801

Amount: \$80,000 Estimated

Source of Funds 2024 Master Lease Deferred Maintenance

Vendor: To Be Determined

Regent Ford made the motion to approve SE's facilities requests, seconded by Regent Reilly.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

Voting against the motion: none

b. Easement Request:

Southeastern is requesting approval to execute an easement to Oklahoma Natural Gas Company. The easement is needed to install utilities underground for new construction to be built on the adjoining property owned by the Baptist General Convention of Oklahoma for the new Baptist Collegiate Ministries.

This approval will delegate the authority to the President or his designee to sign the documents necessary to grant the easement, subject to legal counsel's review.

Regent Ford made the motion to approve SE to execute an easement to Oklahoma Natural Gas Company, seconded by Regent Carpenter.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

Voting against the motion: none

6. (Action) Discussion and possible action regarding facilities approvals for Northeastern State University.

a. Approval items:

1. Project #485-0073 – General Facilities Repairs and Maintenance

Project Description: General repairs, maintenance, and service agreements for facilities structures and equipment.

Requested Funding Approval: \$250,000

Budget Breakdown: Renovation/Repairs

Revenue Source(s): 751 Fund

2. Project #485-0073 – Higher Education Deferred Maintenance FY25 Projects

Project Description: NSU requests ratification of emergency approval granted by both Regents Ford and McDermott on July 16, 2024, for the design bid, award and construction/renovation of the

Higher Education Deferred Maintenance FY25 projects. All projects are focused on building systems and HVAC equipment repairs or replacements.

Deferred Maintenance Projects

DM1 – Business & Technology Chiller condensers and general HVAC

DM2 – Fine Arts and Annex 2nd Chiller, piping replacement and general HVAC

DM3 – Muskogee Admin HVAC

DM4 – Natural Science Outside Air Units

DM5 – University Center HVAC

DM6 – John Vaughn Library general HVAC and Piping replacement.

DM7 – Campus Wide Small Unit Replacement

Requested Funding Approval: \$3,579,545

Budget Breakdown: Renovations/ Repairs

Revenue Source(s): Fund 295, Section 13 (Deferred Maintenance One- Time Funding Revenue)

3. **Project #485-0073 – University Center Mechanical Room and Boiler Replacements**

Project Description: NSU requests ratification of emergency increase approval granted by Regents Ford and McDermott on July 10, 2024, for the design bid, award and construction of the UC Mechanical Room and Boiler replacement Project. This project was originally approved in September 2023. This \$65,000 increase is largely to be used for the code compliant second egress for the renovated boiler room.

Requested Funding Approval: \$340,000

Budget Breakdown: Renovation/Repairs

Revenue Source(s): 751 Fund

b. Informational Items:

1. **Project #485-0073 – Warehouse Security Fence Phase 1**

Project Description: Remove & Replace existing southern fence and southwest entrance.

Requested Funding Approval: \$94,926

Budget Breakdown: Renovation/Repairs

Congruent with Facility Master Plans or Strategic Plans: Yes

Revenue Source(s): 650 Fund

2. Project #485-0063 – Courtside and Cobb Roof Repair and Replacement

Project Description: Replace and repair the existing roofs of Courtside 5, Courtside 3 and Cobb Hall southeast valley.

Requested Funding Approval: \$40,000

Budget Breakdown: Renovation/Repairs

Congruent with Facility Master Plans or Strategic Plans: Yes

Revenue Source(s): 751 Fund

3. Project #485-0063 - General Housing Fire Alarm Repairs

Project Description: General repairs to all housing facilities, fire alarm and life safety systems campus wide.

Requested Funding Approval: \$35,000

Budget Breakdown: Renovation/Repairs

Congruent with Facility Master Plans or Strategic Plans: Yes

Revenue Source(s): 751 Fund

4. Project #485-0063 – Cobb Hall Water Damage Repairs

Project Description: Renovate multiple student housing apartments from water damage due to a broken shower head service line and drain.

Requested Funding Approval: \$45,000

Budget Breakdown: Renovation/Repairs

Revenue Source(s): 751 Fund

5. Project #485-0063 – Student Housing Exterior Stair and Egress Repairs

Project Description: Repair and replace water and salt damaged exterior metal stairs.

Requested Funding Approval: \$17,000

Budget Breakdown: Renovation/Repairs

Revenue Source(s): 751 Fund

Regent Ford made the motion to approve Project #485-0073 – General Facilities Repairs and Maintenance, and Project #485-0073 – University Center Mechanical Room and Boiler Replacements on NSU’s facilities requests, seconded by Regent VanDenhende.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

Voting against the motion: none

Regent Ford made the motion to approve NSU's ratification of emergency approval for the design bid, award and construction/renovation of the Higher Education Deferred Maintenance FY25 projects, seconded by Regent VanDenhende.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

Voting against the motion: none

7. (Action) Discussion and possible action regarding facilities approvals for University of Central Oklahoma.

a. Approval items:

1. Project #120-0033 Existing Building Renovations & Additions

Project Description: Request approval to award contracts not to exceed \$1,100,000 for the renovation of the Howell Hall auditorium. The current auditorium is a two-story space with a steep stair/slope that is not in compliance with ADA or best practices for safety. The new configuration raises the lowest level by half a story and reframes the entire seating layout. Seating capacity will drop from 90 to 75, however the new seats will have wired lecture tables. On-call construction manager, Lippert Bros. Construction will be the construction manager for the project. (Their contract was an information item at June 2024 RUSO meeting.)

Requested Funding Approval: \$1,100,000

Budget Breakdown: \$860,000 construction, \$90,000 furniture/fixed seating, \$75,000 design and engineering, \$75,000 audio/video

Vendor(s): Lippert Bros. Construction, FSB design/engineering, others TBD

Congruent with Facility Master Plan or Strategic Plan: Yes

Fund Source(s): Fund 295, Section 13 (Deferred Maintenance One-Time Funding Revenue)

2. Project #120-0060 Health & Safety Projects

Project Description: Request approval to award contracts in an amount not exceed \$550,000 for the purposes of abating and replacing approximately 42,600 sq ft. of asbestos containing ceiling tile at the Max Chambers Library. The asbestos containing ceiling tile is all on the south (older) half of the building. Lippert Bros. Construction will be the construction manager for the project. (Their contract was an information item

at June 2024 RUSO meeting.)
Requested Funding Approval: \$550,000
Budget Breakdown: \$515,000
abatement/construction, \$35,000 public address
speakers
Vendor(s): Lippert Bros. Construction, others TBD
Congruent with Facility Master Plan or Strategic
Plan: Yes
Fund Source(s): Student Facility Fee, Library
Facility Fee

3. **Project #120-0060 Health & Safety Projects**
Project Description: Request approval to award
contracts in an amount not exceed \$250,000 for
the purposes of abating and replacing
approximately 14,000 sq ft. of asbestos
containing ceiling tile at the Human
Environmental Sciences building. Timberlake
Construction will be the construction manager for
the project. (Their contract was an information
item at June 2024 RUSO meeting.)
Requested Funding Approval: \$250,000
Budget Breakdown: \$250,000 abatement and
construction
Vendor(s): Timberlake Construction
Congruent with Facility Master Plan or Strategic
Plan: Yes
Fund Source(s): Section 13 Offset

4. **120-1010 University Center Renovations and
Improvements**
Project Description: Request approval to award
contracts in an amount not exceed \$240,000 for
the purpose of renovating Nigh University Center
309 into the John A. Maisch Collective for the
Greater Good. The space will be for open
collaboration amongst students, faculty, and
community members in their efforts to develop
projects and ideas that help better humanity.
Lippert Bros. Construction will be the construction
manager for the project. (Their contract was an
information item at June 2024 RUSO meeting.)
Requested Funding Approval: \$240,000
Budget Breakdown: \$155,000 construction,
\$35,000 audio/video & access control, \$15,000
design, \$35,000 furniture and art work.
Vendors: Lippert Bros. Construction, Studio
Architects, others TBD
Congruent with Facility Master Plan or Strategic
Plan: Yes

Fund Source(s): Educational & General 290,
Section 13

b. Informational items:

1. Project #120-0027 Major Repairs and Deferred Maintenance

Project Description: Issued contract in the amount of \$67,901 to Johnson Controls International (JCI) for repair of the underground hydronic loop at the West Hall dormitory. JCI's contract to provide on-campus HVAC service for the university was renewed in July and they utilize GSA pricing for new project work.

Fund Source: Section 13 Offset

2. Project #120-0027 Major Repairs and Deferred Maintenance

Project Description: Issued contract in the amount of \$58,066 to Johnson Controls International (JCI) for the replacement of the two expansion tanks at the Boiler Plant. JCI's contract to provide on campus HVAC service for the university was renewed in July and they utilize GSA pricing for new project work.

Fund Source: Section 13 Offset

3. Project #120-1010 University Center Renovations

Project Description: Selected (by interview) Lingo Construction as construction manager at risk for the Nigh University Center Ballroom and Heritage Room renovation. The project was approved at the June 2024 RUSO meeting.

Rank order: 1.) Lingo Construction, 2.) Trinity Construction, 3.) Quad Construction, 4.) Lippert Bros. Inc., 5.) Timberlake Construction

Fund Source: Section 13

Regent Ford made the motion to approve UCO's facilities requests, seconded by Regent Kupiec.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

Voting against the motion: none

B. AUDIT & FINANCE COMMITTEE—Chair, Regent Chris VanDenhende (Attachment C)

1. Presentation by Chair, Regent Chris VanDenhende and possible discussion with RUSO Regents regarding the Audit and Finance Committee Meeting held on Tuesday, September 3, 2024, 2:30 p.m., via zoom.

Regent VanDenhende discussed the committee meeting on Tuesday September 3rd and Regents Ford, Kupiec, and Perry all attended the virtual meeting. Items discussed were:

- A discussion and review of each university's student:teacher ratios.
- A discussion on strategies on tuition and fees and how different universities have different models on how they package tuition and fees.
- A review of all of the deferred maintenance projects and confirmed each university has received their money for this year from the state.

Regent VanDenhende explained that the universities are working hard to meet the needs of students and he keeps pushing them to think creatively and find ways to continue better serving our State.

2. (Action) Discussion and possible action regarding the RUSO transitional audit of the Executive Director.

Regent VanDenhende made the motion to begin the process of a transitional audit, seconded by Regent Kupiec.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

Voting against the motion: none

Regent VanDenhende will report on the scope of the audit at the next RUSO board meeting.

3. (Action) Discussion and possible action regarding Southwestern Oklahoma State University's relinquishment of any and all rights as the Initial Sole Member of the SWIFT Corporation.

Regent VanDenhende reported that the audit and finance committee discussed Southwestern's need to disassociate with the not-for-profit SWIFT. The committee did not see any concerns with this decision.

Regent VanDenhende reported that the audit and finance committee recommends the approval of Southwestern Oklahoma State University's relinquishment of any and all rights as the Initial Sole Member of the SWIFT Corporation.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

Voting against the motion: none

4. (Action) Discussion and possible action regarding the University of Central Oklahoma's transfer of funds.

- a. Approval item:

Request to Transfer Funds

University of Central Oklahoma requests a transfer of \$670,000 from (290) E&G and (702) Student Facility and Library Facility Fees to (295) Capital Funds established by OSRHE for capital projects.

Source:

- Student Facility Fee (702) \$350,000 (Facilities agenda item 1.b. library ceiling tile project).
- Library Facility Fee (702) \$200,000 (Facilities agenda item 1.b. library ceiling tile project).
- Education & General (290) \$120,000 (Facilities agenda item 1.d. John A. Maisch Collective for the Greater Good).

Regent VanDenhende reported that the audit and finance committee recommends the approval of UCO's request to transfer funds.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

Voting against the motion: none

5. (Action) Discussion and possible action regarding Southeastern Oklahoma State University's ratification of emergency approval.

- a. Ratification of emergency approval to amend FY2024 budget:

Southeastern requests ratification of the emergency approval granted on August 21, 2024, by Regent McDermott for the board to amend the following FY 2024 budget as indicated below.

Budget: Fund 290 – Educational and General, Part 1, \$500,000 increase

Source of Funds: Additional Tuition and Fee Revenue

Description: With increased enrollment and revenue in programs, additional allotment is needed to finish paying 2023/2024 invoices.

Regent VanDenhende reported that the audit and finance committee recommends the approval of SE's ratification of emergency approval.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

Voting against the motion: none

6. Discussion and possible action regarding East Central University's budget revisions.

Regent Vandenhende reported that at the last RUSO board meeting, the board approved an ECU budget with a tuition rate that ended up not being approved by the State Regents. Therefore, the board needs to hear from President Godwin on how he made revisions to his budget since the last meeting.

Regent Ford asked what their percentage is in their reserve after they used some of that money to off-set the budget. President Godwin noted that they still have 8.8% but with enrollment increased everything is looking good.

Regent VanDenhende reported that the audit and finance committee recommends the approval of ECU's budget revisions as submitted to the state regents.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

Voting against the motion: none

VI. Virtual presentation by Trae Rahill Director of the Oklahoma Employment Security Commission (OESC) and possible discussion with RUSO Regents regarding State Workforce.

Regent McDermott introduced Mr. Rahill. In 2022 Trae Rahill was named the CEO of the Oklahoma Employment Security Commission. Previously, Trae Rahill served as the Chief of Staff at OESC. In this role, he oversaw day-to-day operations and implemented strategic planning and modernization efforts. Before his time with OESC, he served as Chief Strategy and Innovation Officer at the Oklahoma HealthCare Authority. Additionally, Mr. Rahill worked in Operations leadership for six years at Mercy.

Mr. Rahill is passionate about community service, and his volunteer contributions include current service as Board Chair of the Oklahoma

Messages Project and past President of the Oklahoma Medical Group Management Association. He has been the lead State employee that has overseen all of the workforce efforts across that state.

Mr. Rahill presented on the state workforce strategy across the state and how it operates as a supply chain. Dr. Tatum asked him for a list of workforce boards across the state and the contact info of the chairman of each board. Regent Ford asked how does OESC monitor the success of how the money is used for the state. Mr. Rahill responded that there are federal requirements that are needed but every institution measures their success rates differently.

VII. Presentation by Dennis Westman, Vice Chair of OKHEEI and possible discussion with RUSO Regents regarding the annual report for OKHEEI (Oklahoma Higher Education Employees Interlocal).

Dennis Westman gave an overview of the program and stated there are ten institutions that represent the members of the OKHEEI system. This program has more options for the design of health plans than the Oklahoma Health Choice options. It also allows some of our universities to expand their networks out of state. The board is made up of 10 members, one from each institution. Currently, there are 3,200 employees on the plan. Brenda Burgess serves as the plan administrator and has been a tremendous asset as the accountant and trust manager of this self-funded and self-insured plan. Currently, the plan uses Gallagher, and they serve as our health care advisor and consultant.

Regent Kupiec asked if we use stop gap insurance and Dennis confirmed that they do.

Plans and options include a holistic approach and oversee vision, dental, HSA, life, short-term and long-term, wellness, and voluntary benefits. Rates increased 15.7% this year. Each institution can choose how they pay for their own employees' insurance benefits and either employee benefit or employee contribution.

VIII. Presentation by Chair, David Pecha and possible discussion with RUSO Regents regarding the annual report of the Pension Committee.

David Pecha shared that each year the chair of RUSO Business Officers is also chair of the Pension Committee. The committee meets twice a year. The next meeting will be in January at SWOSU. USI has been our consultants for a number of years and provides detailed updates to the Pension Committee. The committee has a fiduciary responsibility, meaning they are to help oversee and monitor the trust activity on behalf of the employees who have invested in retirement products and the fund set up for retirees.

The meeting discussion was broken down into three parts. The 403(b) and 457(b) are plans where employees voluntarily have funds withheld from their paychecks and choose to invest those dollars for retirement. The current vendor is VOYA.

What the investment data is telling us is that a majority of the employees are choosing Vanguard products that reflect their projected retirement date. These are designed to have a high-risk exposure for younger participants and as they grow older this shifts to a more conservative asset allocation investment mix.

USI research matches national trends showing that most investors have the same challenge:

- They lack the time for or interest in building and managing their retirement assets effectively over time.
- If they do become engaged, they often times don't know what to even ask.

To help with this concern, VOYA reps visit all RUSO campuses and do one-on-one free consultations with employees.

The Pension Committee looks for low performing investments that have been on a watch list and help shift options for employees. USI has provided great background and leadership guidance for these decisions.

Two items that will impact the markets in the near future:

- Inflation inching down and the Federal Reserve's decision to lower interest rates
- November elections
 - The markets do not like uncertainty

SRA Plan

This is the program set up several decades ago to off-set retiree supplements with OTRS. This is a closed plan, meaning that no one can be eligible to join the program after the plan was established. Each year schools make a contribution to the plan based on the participant pool expenses.

Over the years our investment strategy has changed from being very conservative to a slightly more aggressive plan. USI has helped us achieve that strategy goal.

The last couple years, the RUSO schools were surprised as yearly contribution amounts were calculated and they had dropped. When asked why, the simple answer that the mortality rate was higher than expected, meaning more recipients in the plan died than expected, most likely as a result of COVID.

OPEB Plan

This plan is designed to pay the health insurance premiums for eligible employees who retire before they reach age 65. This plan is also closed so no new participants can be added to the pool.

This plan was heavily funded by the RUSO schools in the very beginning and is doing well.

The pool is growing smaller as many of the eligible employees over time have left RUSO institutions for other opportunities and not retired, therefore becoming ineligible to receive the benefit.

IX. Presentation by President Bo Hannaford regarding the President's Council Report and possible discussion with RUSO Regents

President Hannaford presented the Presidents' Council Report. President Hannaford covered legislation from the federal government that will provide capital to universities in rural communities and the Presidents' council is supportive of that legislation. Also, each university is seeing increases to enrollment. The Presidents' council will be doing training next meeting on cyber security. The Presidents are wanting to update the process on new degrees and communicating new degrees to all Presidents prior to new programs going to regents for approval. Finally, the Presidents would like to see stronger messaging around critical occupations and how the RUSO universities are responding to graduating students in critical occupations.

X. (Action) Presentation and possible action regarding the RUSO University Presidents recommendations presented by leadership at each institution.

1. NORTHWESTERN OKLAHOMA STATE UNIVERSITY

(See attachment D)

Regent McDermott invited President Hannaford to present his recommendations.

Regent Reilly made the motion to approve NWOSU's presidents recommendations, seconded by Regent Carpenter.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

Voting against the motion: none

President Hannaford reported that Northwestern is representing an increase to enrollment overall. He reported that facilities projects are in process. President Hannaford thanked the regents for the approval of the deferred maintenance projects. Senators Lankford and Mullins were on campus recently and had a good visit.

2. SOUTHEASTERN OKLAHOMA STATE UNIVERSITY

(See attachment E)

Regent McDermott invited President Newsom to present his recommendations.

Regent Ford made the motion to approve SE's presidents recommendations, seconded by Regent Winchester.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

President Newsom thanked Dr. Tatum for already working to help Southeastern in various ways. He presented that their enrollment is up 8% in regards to headcount, but students are taking less credits. There are more students living on campus than the previous years. Also, he is excited to invite the regents to campus for the regents meeting next month. Southeastern just accepted a donation from the Chickasaw Nation of \$600,000.

3. NORTHEASTERN STATE UNIVERSITY

(See attachment F)

Regent McDermott invited President Hanley to present his recommendations.

Regent Ford made the motion to approve NSU's presidents recommendations, seconded by Regent Winchester.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

President Hanley welcomed the new regents. He also welcomed Dr. Tatum and appreciated the time they got to spend together on campus. Enrollment is up 4% overall for the first time in 15 years. About 90% of his enrollment comes from the state of Oklahoma. The continued growth in international recruiting is up 163%. They are making a strategic effort to find more ways to serve adult learners. He is also excited about the new optometry building on campus and it is coming along nicely. The last thing he mentioned is that for the last fiscal year NSU received over \$19 million in grants and reached an all-time record.

Regent Carpenter asked what a temporary appointment to faculty meant, and President Hanley mentioned that often that is a practitioner of optometry to come in and teach one course. Regent Reilly applauded how special the school of optometry is for the state of Oklahoma.

4. SOUTHWESTERN OKLAHOMA STATE UNIVERSITY

(See attachment G)

Regent McDermott invited President Lovell to present her recommendations.

Regent Winchester made the motion to approve SWOSU's presidents recommendations, seconded by Regent Carpenter.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

President Lovell announced that enrollment is up 7.6% and is excited about multiple new partnerships including hospital partnerships and a partnership with the Mexican Consulate. President Lovell presented the new strategic plan to each regent and next meeting she will be presenting a rendering video of their new pharmacy school.

5. UNIVERSITY OF CENTRAL OKLAHOMA

(See attachment H)

Regent McDermott invited President Lamb to present his recommendations.

Regent Ford made the motion to approve UCO's presidents recommendations, seconded by Regent Kupiec.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

President Lamb welcomed the new regents to the board and Dr. Tatum. Enrollment increased 3.3% and is the first increase since 2013. More importantly, the credit hour production has increased of 2.6%. The concurrent enrollment has increased 77% from last year. UCO has created a memorandum of understanding with Coventry University to create a Center for Security and Counter Terrorism Research.

6. EAST CENTRAL UNIVERSITY

(See attachment I)

Regent McDermott invited President Godwin to present his recommendations.

Regent Reilly made the motion to approve ECU's presidents recommendations, seconded by Regent Ford.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

President Godwin reported that ECU has seen an enrollment increase of 4.9% and credit hour production up by 5.6%. ECU has 937 students living on campus which is a strong increase for ECU.

- XI.** (Action) Presentation by Dr. Brandon Tatum and possible discussion with RUSO Regents regarding the Executive Director's report.

Brandon Tatum thanked the regents for giving him this opportunity and thanked each of the Presidents for welcoming him to RUSO. Brandon stated that has had the privilege to already have visited each of the RUSO universities, meet with the Presidents individually, and with various members of their teams. Brandon stated that the work they are doing for the state is critical and he hopes to assist them in their mission.

Brandon reported that some of the items he has begun working on are:

- Creating weekly and daily rhythms for our RUSO central staff. Everyone has turned in 4-5 "90-day" goals and the team meets each Monday morning. Several

things are done in the meetings but one of them is to go over everyone's goals to see if the team is on or off track.

- Working on trying to find appropriate office space. During the search for a new office, the team has been using the current office space often. Brandon, Joely, and Lynn have used it extensively over the past couple of weeks and the team has been able to utilize the conference room on Mondays to meet in person.
- Working with Regent Carpenter on an evaluation process for the Presidents. Brandon has handed President Hannaford as the Chair of the President's Council a rough copy of what he and Regent Carpenter are thinking and will value his input when he has time to review.
- Working with Hayley on potential legislative agenda items that will be presented to the system advancement committee and Presidents for their review. He welcomed anyone's thoughts on this. He believes there are some creative and strategic ways RUSO can create a strong presence at the capital this year.
- Lastly, coordinating with a facility in Oklahoma to try to set up a time for the regents to have an executive retreat. This will be a good time to build comradery as regents, a time to plan and think strategically as a system, and a moment for the regents to better find ways to serve each RUSO university and their Presidents.

1. Ratification of emergency approval:

- a. Ratification of the emergency approval that was granted by Regent McDermott on July 10, 2024, to change Dr. Tatum's start date from 8/1/2024 to 7/31/2024.

Regent Ford made the motion to ratify emergency approval to change Dr. Tatum's start date from 8/1/2024 to 7/31/202, seconded by Regent Kupiec.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

- b. Ratification of the emergency approval that was granted by Regent McDermott on July 23, 2024, to approve Dr. Tatum's transfer of 40 hours of annual leave and the balance of his sick leave on 7/31/2024. The sick leave balance transferred was 188.152736 hours.

Regent Ford made the motion to ratify emergency approval to approve Dr. Tatum's transfer of 40 hours of annual leave and the balance of his sick leave on 7/31/2024, seconded by Regent Winchester.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

- c. Discussion and possible action regarding future committee meeting dates.

No motion was made.

XII. Regents' Comments and Announcements

Regent Winchester made an announcement about a kickoff of the Message of Hope campaign and a Better Conversations initiative that the Oklahoma City National Memorial and Museum has launched.

Regent Carpenter commended President Newsom for his work during Disagree Better and commended President Hannaford for his hospitality during the meeting.

Regent Ford requested to have a regent email address.

XIII. Discussion and possible action regarding New Business (not known about or which could not have been reasonably foreseen prior to the time of the agenda).

No new business.

XIV. (Action) Vote to enter into executive session pursuant to 25 O.S. 307(B)(4) and (8) for the purpose of discussion and possible action on the following issues:

Regent Ford made the motion to enter into executive session, seconded by Regent Carpenter.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

1. Pending Legal Cases

- a. Charles E. Sneed and Tabitha Sneed v. Northeastern State University ("NSU"), Acting President Kim Cherry, and, NSU Employees, E.C.A.L. [sic et al.], Cherokee County, Case# CJ-2007-840.
- b. Marci D. Walkingstick Dixon v. State of Oklahoma ex rel the Regional University System of the Oklahoma Board of Regents sic. d/b/a Northeastern State University ("NSU"), United States District Court for the Eastern District of Oklahoma Case #CIV 19-391.
- c. Ronald Wyatt, v. Jennifer Kay Wyatt, Patti Buhl, Northeastern State University Police Department, Northeastern State University Board of Regents, and Northeastern State University ("NSU"), District Court of Wagoner County, Case #CJ-2017-240.

- d. Terry Worcester v. East Central University, District Court of Pontotoc County Case #CJ-2019-37.
 - e. Sierra Rudman and Calyn Boyd v. State of Oklahoma, ex rel. Board of Regents for the Regional University System of Oklahoma and Kay Robinson, Western District of Oklahoma Case # CIV-22-91- PRW.
 - f. Jackson Shepherd and Mallory Scott et al. v. Regional University System of Oklahoma et al., District Court of Oklahoma County Case #CJ-20-2383.
 - g. Tatum Robertson, Eve Brennan, and Marin Rhodes v. University of Central Oklahoma and Board of Regents for the Regional University System of Oklahoma, Western District of Oklahoma Case #CIV-2022-836-HE.
 - h. Dr. Rachel Tudor v. Marie Galindo et al. and Ezra Young and Brittany Stewart v. Dr. Rachel Tudor, Southeastern Oklahoma State University, and Regional
 - i. University System of Oklahoma, Western District of Oklahoma Case #CIV- 2022- 480-C.
 - j. Alan Scott Asher and Nancy Asher v. Northeastern State University-Broken Arrow, and the Board of Regents of Oklahoma Colleges-Regional University System of Oklahoma, District Court of Wagoner County Case #CJ- 2022- 309.
 - k. Noreen Swank v. State of Oklahoma ex rel.the Regional University System of Oklahoma Board of Regents d/b/a Northeastern State University (“NSU”), Eastern District of Oklahoma, Case #CIV-2024-102-GLJ.
2. Charges pending with the Equal Employment Opportunity Commission (“EEOC”):
- a. Shekhar Rathor v. University of Central Oklahoma EEOC Charge #564-2022-02211
 - b. OCR Docket # 07-23-2169. Anonymous Complainant v. East Central University
 - c. Margo McKenzie v. Northeastern State University
3. Miscellaneous Matters
- a. MidFirst Bank v. Lindsay, Northwestern Oklahoma State University et al. CJ-2022-6342.

- b. NWOSU IRS audit regarding NWOSU providing personal living quarters. IRS determined that the provision of lodging is taxable. NWOSU has appealed.

XV. (Action) Vote to acknowledge and return to Open Session.

- 1. Discussion and possible action to implement matters discussed in Executive Session.

No items needed action from Executive Session.

XVI. (Action) Vote to Adjourn the September Board Meeting

Regent Ford made the motion to adjourn the meeting, seconded by Regent Winchester.

Voting for the motion: Regents Winchester, VanDenhende, Carpenter, Perry, Reilly, McDermott, Ford, and Kupiec

ATTACHMENTS

SEPTEMBER 6, 2024

Attachment

A. Academic Affairs.....29-43

B. Facilities Stewardship Committee.....44-74

 SWOSU.....44-50

 ECU.....51

 NWOSU.....52-65

 SE.....66-67

 NSU.....68-70

 UCO.....71-74

C. Audit & Finance Committee.....75-119

 SWOSU.....75-117

 UCO.....118

 SE.....119

D. Northwestern Oklahoma State University.....120-124

E. Southeastern Oklahoma State University.....125-127

F. Northeastern State University.....128-139

G. Southwestern Oklahoma State University.....140-145

H. University of Central Oklahoma.....146-160

I. East Central University.....161-164



OFFICE OF THE PRESIDENT

TO: Board of Regents of the
Regional University System of Oklahoma

FROM: Diana Lovell, President

DATE: August 26, 2024

SUBJECT: Program Modification Requests -September 2024

Please place Southwestern Oklahoma State University on the agenda for the September 5-6, 2024, Board of Regents of the Regional University System of Oklahoma meeting regarding the following items:

- Program Modification requests for the following programs:
 1. BBA Entrepreneurship
 2. MBA Data Science and Technology
 3. BS Artificial Intelligence

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

First Name

Raygan

Last Name

Pierce Chain

Person ID

0760468

Email

raygan.chain@swosu.edu

Department

Business

Program Information

Official Degree Designation and Program Title

e.g. Associate in Science in Cybersecurity, Bachelor of Fine Arts in Music Performance, Master of Science in Accounting

Bachelor of Business Administration in Entrepreneurship

Program Code

Please list the 3-digit OSRHE program code.

011

This program has approved options

Yes

Approved Program Options

Please list all current options within the program. Use a separate line for each option.

Accounting
Aerospace Management
Agricultural Business
Entrepreneurship
Finance
General Business
Human Resource Management
Leadership & Organizational Studies
Management
Marketing

Is this program part of a cooperative agreement?

No

Does this change impact an embedded certificate?

No

Does the CIP Code for this program need to be updated?

No

Type of Request(s)

Program Suspension?

Electronic Delivery of Existing Program

NOTE: Electronic delivery is recognized at the program level. If the existing program has options that are offered via electronic delivery and the program meets State Regents' policy for electronic delivery, the program MUST be approved for electronic delivery.

Option Additions?

Option Deletion?

Option Name Change?

Program Requirement Change(s)?

Explanation of changes

Please provide a brief summary of changes being made.

FINAN 4233 Small Business Finance and ENTRP 4743 Business Plan Development II are to be added to the list of Required Course options. It does not impact the total number of hours for the program.

Total Credit Hour Change?

Justification for program requirement changes*

Please provide a brief summary of the reason for the program requirement changes.

FINAN 4233 Small Business Finance and ENTRP 4743 Business Plan Development II were inadvertently omitted from the Program Modification Request submitted in Fall 2023. Including the courses in the list of options for Entrepreneurship allows students to tailor their experience to meet their needs as future entrepreneurs.

Program Reinstatement?

Program Name Change?

Degree Designation Change?

Changes formerly classified as substantive and non-substantive will now be combined as program requirement changes. (e.g. course credit hour changes, changes in courses required for graduation, changing credit hours required for electives, course prefix changes, course title changes, removing courses from list of electives)

Documents

If applicable, submit any documentation related to the requested action.

SOUTHWESTERN OKLAHOMA STATE UNIVERSITY
 Everett Dobson College of Business & Technology
 Bachelor of Business Administration Degree
ENTREPRENEURSHIP OPTION

NAME: _____
 EMAIL: _____

ID#: _____
 PHONE: _____

A. General Education Requirements listed on Back (40 Hours minimum)

B. Professional Business Core.....42 Hours

	<u>CREDIT</u>
ACCTG 2213 Principles of Financial Accounting	_____
ACCTG 2313 Principles of Managerial Accounting*	_____
ECONO 2263 Intro to Macroeconomics	_____
ECONO 2363 Intro to Microeconomics	_____
ECONO 2463 Business Statistics	_____
ENTRP 3113 Intro to MIS*	_____
ENTRP 3123 Legal Environment of Business*	_____
ENTRP 3133 Business Ethics*	_____
ENTRP 3423 Business Communication*	_____
ENTRP 3823 Quantitative Methods in Business*	_____
FINAN 3343 Business Finance*	_____
MNGMT 3233 Management*	_____
MNGMT 4923 Strategic Management & Policy (CAPSTONE)*	_____
MRKTG 3143 Principles of Marketing*	_____

D. Electives.....9 Hours

3000/4000 level Business (ACCTG, ENTRP, FINAN, MNGMT, or MRKTG) courses

	<u>CREDIT</u>
_____	_____
_____	_____
_____	_____

C. Requirements for Option

Required.....15 Hours CREDIT

Choose one of the following courses

ENTRP 4433 Entrepreneurship & New Venture* (Spring only)	_____
ENTRP 4733 Business Plan Development I (Fall only)	_____

Choose four courses from the list below

ENTRP 4433 Entrepreneurship & New Venture* (Spring only)	_____
ENTRP 4733 Business Plan Development I (Fall only)	_____
ENTRP 4123 Professional Development (Spring only)	_____
ENTRP 4743 Business Plan Development II* (Spring only)	_____
ACCTG 3213 Accounting Information Systems* (Fall only)	_____
ACCTG 4313 Income Tax Accounting I* (Fall only)	_____
FINAN 4233 Small Business Finance*	_____
MNGMT 3333 Human Resource Management* (Fall/Spring)	_____
MNGMT 3423 Small & Family Business	_____
MNGMT 4183 Sales Skills & Management	_____
MRKTG 3443 Consumer Behavior	_____
MRKTG 3113 Personal Branding* (Spring only)	_____
MRKTG 3243 Promotional Strategy* (Spring only)	_____

E. Free Electives.....14 Hours

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

***This course has one or more prerequisites. Please check the SWOSU Course Descriptions for details prior to enrollment.**

Total G.E. Hours:	_____
Total Hours in Major:	_____
Total Elective Hours:	_____
OVERALL TOTAL:	_____

REGULATIONS PERTAINING TO GRADUATION

Minimum credit hours for graduation	120
Minimum credit hours in upper-division (3000/4000 courses)	40
Minimum credit hours (3000/4000 courses) in major completed at SWOSU	8
Minimum credit hours (15 of the last 30) at SWOSU	30
Minimum credit hours needed from a 4-year institution	60
Minimum Grade Point Average (GPA) in all course work	2.00
Minimum Grade Point Average (GPA) in major	2.00

Package History

Date	User	Action
6/24/2024 10:25:31 AM	Chain, Raygan	Submitted 'Program Modification'
6/24/2024 10:25:43 AM	Wald, Trisha	Received
6/28/2024 9:41:55 AM	Wald, Trisha	Decision Approved on step 'FLOW-Deans'
6/28/2024 9:42:15 AM	FLOW- Provost's Executive Assistant	Received

First Name	Last Name	Person ID	Email
<input type="text" value="Erin"/>	<input type="text" value="Hawkins"/>	<input type="text" value="0405028"/>	<input type="text" value="erin.hawkins@swosu.edu"/>

Department

Program Information

Official Degree Designation and Program Title

e.g. Associate in Science in Cybersecurity, Bachelor of Fine Arts in Music Performance, Master of Science in Accounting

Program Code

Please list the 3-digit OSRHE program code.

This program has approved options

Is this program part of a cooperative agreement?

Does this change impact an embedded certificate?

Does the CIP Code for this program need to be updated?

Type of Request(s)

Program Suspension?

Electronic Delivery of Existing Program

NOTE: Electronic delivery is recognized at the program level. If the existing program has options that are offered via electronic delivery and the program meets State Regents' policy for electronic delivery, the program MUST be approved for electronic delivery.

Option Additions?

No ▼

Option Deletion?

No ▼

Option Name Change?

No ▼

Program Requirement Change(s)?

Yes ▼

Explanation of changes

Please provide a brief summary of changes being made.

Updated hours required "Math & Statistics Courses" section; the original program paperwork indicated 12 hours for this section--will be 17 hours for Fall 2024:
1) Adding NEW course to list -- MATH-1613 College Trigonometry (is a prerequisite to other required MATH courses);
2) Adding a Statistics course option -- ECONO-2463 Business Statistics (student will be able to take either MATH-3473 Intro to Probability ... or MATH-3413 Statistical Methods ... or ECONO-2463)

With the changes above, there will be zero (0) FREE elective hours needed to reach 120-hour degree total.

Total Credit Hour Change?

No ▼

Justification for program requirement changes*

Please provide a brief summary of the reason for the program requirement changes.

Updating BS in AI requirements for Fall 2024 after we discovered that edits needed to be made to correct hour totals, plus incorporate needed pre-requisite coursework. Make sure to use the REVISED attachment.

Program Reinstatement?

No ▼

Program Name Change?

No ▼

Degree Designation Change?

Changes formerly classified as substantive and non-substantive will now be combined as program requirement changes. (e.g. course credit hour changes, changes in courses required for graduation, changing credit hours required for electives, course prefix changes, course title changes, removing courses from list of electives)

No ▼

Documents

If applicable, submit any documentation related to the requested action.

BACHELOR OF SCIENCE ARTIFICIAL INTELLIGENCE (ARNTL.BS)

GENERAL EDUCATION (Min. 40 hours)

Bolded courses are required. Italicized courses are recommended.

Communication 9

- ENGL 1113 English Composition I**
- ENGL 1213 English Composition II**
- COMM 1313 Introduction to Public Speaking**
- TECH 3143 Technical Presentations (*if permitted by degree program*)

Quantitative Reasoning 3

Select one course.

- MATH 1143 Mathematical Concepts
- MATH 1153 Mathematical Applications
- MATH 1193 Elementary Statistics
- MATH 1313 Functions and Modeling
- MATH 1513 College Algebra**
or a higher numbered math course

U. S. History 3

Select one course.

- HIST 1043 U.S. History to 1877
- HIST 1053 U.S. History since 1877

American Government 3

- POLSC 1103 American Government & Politics**

Science 7-8

Select one course from Life Science and one course from Physical Science. One Science course must be a lab science.

Life Science 3-4

- BIOL 1004 Biological Concepts w/Lab
- BIOL 1013 Current Issues in Biology
- BIOL 1054 Principles of Biology I w/Lab

Physical Science 3-4

- ASTRO 1904 Astronomy
- CHEM 1004 General Chemistry w/Lab
- GEOL 1934 Physical Geology w/Lab
- PHY 1044 Basic Physics I w/Lab
- PHY 1063 General Physics (or a higher numbered chemistry or physics course)
- SCI 1501 Concepts of Physical Science Lab
- SCI 1513 Conc of Phy Science (can be taken w/wo lab)

Humanities and Social Science 12

Select one course from each sub-category and one additional course from any subcategory below.

Humanities 3

- GEOG 1103 World Cultural Geography
- HIST 1003 Early World History
- HIST 1023 Modern World History
- HUM 1103 Introduction to Humanities

Fine Arts 3

- ART 1223 Art Survey
- COMM 1263 Introduction to Theatre
- LIT 2333 Introduction to Film
- LIT 2413 Introduction to Literature
- MUSIC 1013 Introduction to Music I
- MUSIC 1103 Music and Culture (Music majors only)
- MUSIC 1123 History of Rock-n-Roll
- PHILO 1453 Introduction to Philosophy

Social and Human Sciences 6

- ASL 2163 American Sign Language I
- ECONO 2263 Intro to Macroeconomics
- ECONO 2363 Intro to Microeconomics
- ENTRP 1123 Intro to Business
- FINAN 2113 Personal Financial Planning
- ITAL 1004 Elementary Italian I
- KINES 1133 Wellness Conc & Exercise Applications
- LATIN 1054 Elementary Latin I (or higher number)
- PSYCH 1003 General Psychology*
- SOCIO 1003 Introduction to Sociology
- SPAN 1054 Elementary Spanish I (or higher number)
- TECH 1223 Technology and Society

Computer Proficiency 3

- COMSC 1023 Computers and Info Access**

ARTIFICIAL INTELLIGENCE MAJOR

Required Artificial Intelligence Core Courses 15

- ARNTL 1003 Introduction to Artificial Intelligence
- ARNTL 1123 Introduction to Data Science
- ARNTL 3033 Recent Trends in Artificial Intelligence
- ARNTL 3133 AI Ethics
- ARNTL 3233 AI / Human Interaction

Required Math & Statistics Courses 14 17

- MATH 1613 College Trigonometry**
- MATH 1834 Calculus I
- MATH 2834 Calculus II
- MATH 3473 Intro to Probability
- OR MATH 3413 Statistical Methods**
- OR ECONO 2463 Business Statistics**
- MATH 3653 Linear Algebra

Required Data & Computer Science Courses 39

- COMSC 1033 Computer Science I
- COMSC 1053 Computer Science II
- COMSC 2023 Machine Learning
- COMSC 2043 Discrete Structures
- COMSC 2073 Data Visualization
- COMSC 2143 Data Structures
- COMSC 3013 Computer Architecture
- COMSC 3133 Software Engineering
- COMSC 3403 Database Systems
- COMSC 4133 Design & Analysis of Computer Algorithms
- COMSC 4453 Advanced Database Systems
- COMSC 4513 Business Intelligence
- TECH 3143 Technical Presentations

Required Psychology Courses 6

- PSYCH 3233 Learning & Cognition
- PSYCH 4333 Physiological Psychology

Required Philosophy Courses 3

- PHILO 3113 Digital Ethics

†Required courses may have prerequisite course requirements. Please check the SWOSU Course Descriptions prior to enrollment.

Free Electives 3

—MATH—1613—College Trigonometry (prereq for MATH 1834)

TOTAL HOURS 120

REGULATIONS PERTAINING TO GRADUATION

- Minimum credit hours for graduation 120
- Minimum credit hours in the liberal arts & sciences 55
- Minimum credit hours in upper-division (3000/4000 courses) 40
- Minimum credit hours (3000/4000 courses) in major completed at SWOSU 12
- Minimum credit hours at SWOSU (15 of the last 30) 30
- Minimum Grade Point Average in all coursework 2.00
- Minimum Grade Point Average in major 2.00

ARTIFICIAL INTELLIGENCE MAJOR (ARNTL.BS)

Suggested Course Sequence

FIRST YEAR

FIRST SEMESTER	SECOND SEMESTER
1003 General Psychology OR other Humanities & Social Science Courses (3) 1023 Computers and Information Access (3) 1033 Computer Science I.(3) 1051 SWOSUConnect* (1) 1113 English Composition I (3) 1513 College Algebra (3)	1053 Computer Science II (3) 2043 Discrete Structures (3) 1103 American Government and Politics (3) 1213 English Composition II (3) Science Course #1 (4)
Total (16)	Total (16)

SECOND YEAR

FIRST SEMESTER	SECOND SEMESTER
1043 or 1053 U.S. History (3) 1313 Introduction to Public Speaking (3) 1003 Introduction to Artificial Intelligence (3) 2143 Data Structures (3) 1613 College Trigonometry (3)**	1123 Introduction to Data Science (3) 1834 Calculus I (4) 2023 Machine Learning (3) 3413 Statistical Methods OR 2463 Business Statistics Science Course #2 (3)
Total (15)	Total (16)

THIRD YEAR

FIRST SEMESTER	SECOND SEMESTER
3013 Computer Architecture (3) 2834 Calculus II (4) 3033 Recent Trends in Art. Intelligence (3) 3403 Database Systems (3) Humanities & Social Science Course (3)	3133 Software Engineering (3) 3233 AI/Human Interaction (3) 4133 Design & Analysis of Comp. Algorithms (3) 2073 Data Visualization (3) 4453 Advanced Database Systems (3)
Total (16)	Total (15)

FOURTH YEAR

FIRST SEMESTER	SECOND SEMESTER
3143 Technical Presentations (3) 4333 Physiological Psychology (3) 3133 AI Ethics (3) 3653 Linear Algebra (3) Humanities & Social Science Course (3)	4516 Business Intelligence (3) 3233 Learning & Cognition (3) Humanities & Social Science Course (3) 3113 Digital Ethics (3)
Total (15)	Total (12)

* First time entering SWOSU students need to take 1051 SWOSUConnect.

**Pre-requisite for MATH 1834; counts as free elective.

UPDATES for B.S. in Artificial Intelligence

General Education Courses

40 hours

Artificial Intelligence Core Courses

15 hours

1. ARNTL-1003 Introduction to Artificial Intelligence
2. ARNTL-1123 Introduction to Data Science
3. ARNTL-3033 Recent Trends in Artificial Intelligence
4. ARNTL-3133 AI Ethics
5. ARNTL-3233 AI / Human Interaction

Math & Statistics (offered in SWOSU Math Department)

~~14 hours~~ 17 hours

((listed as 12 hours in original program creation))

1. **MATH-1613 College Trigonometry**
2. MATH-1834 Calculus I
3. MATH-2834 Calculus II
4. MATH-3473 Intro to Probability
OR MATH-3413 Statistical Methods
OR **ECONO-2463 Business Statistics**
5. MATH-3653 Linear Algebra

Data and Computer Science (offered in SWOSU CS Department)

39 hours

1. COMSC-1033 Computer Science I
2. COMSC-1053 Computer Science II
3. COMSC-2023 Machine Learning
4. COMSC-2043 Discrete Structures
5. COMSC-2073 Data Visualization
6. COMSC-2143 Data Structures
7. COMSC-3013 Computer Architecture
8. COMSC-3133 Software Engineering
9. COMSC-3403 Database Systems
10. COMSC-4133 Design & Analysis of Computer Algorithms
11. COMSC-4453 Advanced Database Systems
12. COMSC-4513 Business Intelligence
13. TECH-3143 Technical Presentations

Psychology

6 hours

1. PSYCH-3233 Learning & Cognition
2. PSYCH-4333 Physiological Psychology

Philosophy

3 hours

1. PHILO-3113 Digital Ethics

Free Electives

~~3 hours~~

~~((listed at 5 hours FREE in original program creation))~~

Total Hours = 40 + 15 + 14 + 39 + 6 + 3 + 3 = 120

REVISED total hours → 40 + 15 + 17 + 39 + 6 + 3 = 120

Package History

Date	User	Action
7/1/2024 11:31:35 AM	Hawkins, Erin	Submitted 'Program Modification'
7/1/2024 11:31:36 AM	Wald, Trisha	Received
7/2/2024 10:51:32 AM	Wald, Trisha	Decision Approved on step 'FLOW-Deans'
7/2/2024 10:51:45 AM	FLOW- Provost's Executive Assistant	Received

First Name

Raygan

Last Name

Pierce Chain

Person ID

0760468

Email

raygan.chain@swosu.edu

Department

Business

Program Information

Official Degree Designation and Program Title

e.g. Associate in Science in Cybersecurity, Bachelor of Fine Arts in Music Performance, Master of Science in Accounting

Master of Business Administration in Data Science & Technology

Program Code

Please list the 3-digit OSRHE program code.

113

This program has approved options

No

Is this program part of a cooperative agreement?

No

Does this change impact an embedded certificate?

No

Does the CIP Code for this program need to be updated?

No

Type of Request(s)

Program Suspension?

No

Electronic Delivery of Existing Program

NOTE: Electronic delivery is recognized at the program level. If the existing program has options that are offered via electronic delivery and the program meets State Regents' policy for electronic delivery, the program MUST be approved for electronic delivery.

No

Option Additions?

No ▼

Option Deletion?

No ▼

Option Name Change?

No ▼

Program Requirement Change(s)?

Yes ▼

Explanation of changes

Please provide a brief summary of changes being made.

MRKTG 5623 Marketing Strategy will be added to the Required Program Core Curriculum for a total of nine (9) three-hour required core courses. Adding the course changes the program's required hours from 30 to 33.

Total Credit Hour Change?

Yes ▼

New Total Credit Hours

33

Justification for program requirement changes*

Please provide a brief summary of the reason for the program requirement changes.

The course should have been included in the New Program Request. It was inadvertently omitted from the New Program Request. It is a course required in most MBA programs, including SWOSU's traditional MBA, and it provides students with a well-rounded business education experience.

Program Reinstatement?

No ▼

Program Name Change?

No ▼

Degree Designation Change?

Changes formerly classified as substantive and non-substantive will now be combined as program requirement changes. (e.g. course credit hour changes, changes in courses required for graduation, changing credit hours required for electives, course prefix changes, course title changes, removing courses from list of electives)

No ▼

Documents

If applicable, submit any documentation related to the requested action.

Master of Business Administration: Data Science & Technology
Proposed Revised Course Plan

Degree Requirements: Program Core

PREFIX and COURSE NUMBER	COURSE TITLE	CREDIT HOURS
ACCTG-5633	Financial Accounting for Decision Making	3
ECONO-5653	Advanced Managerial Economics	3
ECONO-5763	Advanced Business Statistics	3
FINAN-5263	Advanced Financial Management	3
MNGMT-5533	Management & Organizational Behavior	3
MNGMT-5643	Advanced Quantitative Methods/Production Operations Management	3
MNGMT-5923	Business Strategy & Policy	3
MNGMT-5---	Management Elective	3
MRKTG 5623	Marketing Strategy	3

Degree Requirements: Data Science & Technology Electives

(6 Hours)

PREFIX and COURSE NUMBER	COURSE TITLE	CREDIT HOURS
COMSC-5043	Graphic Information Systems	3
COMSC-5513	Business Intelligence	3
COMSC-5033	Data Visualization	3
COMSC-5023	Database Foundations for Analytics	3
MNGMT-5133	People Analytics	3
ACCTG-5003	Individual Study in Accounting	3
FINAN-5003	Individual Study in Finance	3
COMSC-5003	Individual Study in Computer Science	3
ECONO-5003	Individual Study in Economics	3
ACCTG-5333	Internship in Accounting	3
FINAN-5333	Internship in Finance	3
COMSC-5923	Internship in Computer Science	3
ECONO-5333	Internship in Economics	3

Total

33

Package History

Date	User	Action
6/24/2024 1:27:47 PM	Chain, Raygan	Submitted 'Program Modification'
6/24/2024 1:28:09 PM	Wald, Trisha	Received
6/28/2024 9:42:44 AM	Wald, Trisha	Decision Approved on step 'FLOW-Deans'
6/28/2024 9:42:46 AM	FLOW- Provost's Executive Assistant	Received



**Deferred Maintenance -
Updated Priority Plan Listing for
Oklahoma State Regents for Higher Education
(OSRHE) for FY 2025**

June 14, 2024

SWOSU CAPITAL NEEDS

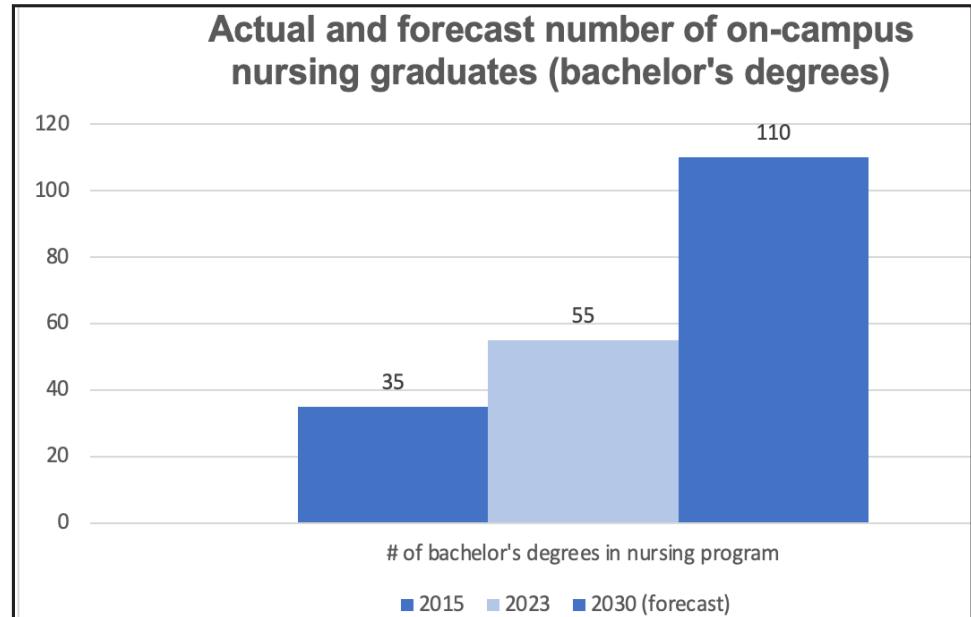
PRIORITY NEEDS

Southwestern Oklahoma State University					
Priority Need	Description				Financial Support Requested
Nursing space repair, renovation, and expansion <i>(in support of Oklahoma critical occupations SOC 21-1091 and 19-5011)</i>	SWOSU's Nursing programs have grown beyond capacity on the first floor of Parker Hall. In 2024-2025, we plan to make long-overdue renovations to the third floor of Parker Hall — which is unused due to extensive repair and modernization costs — to expand the Nursing programs. This will include the addition of two classrooms, one computer lab, two practice labs, and office space. Also, the new labs will feature new state-of-the art simulation equipment.				\$3,087,000
	Nursing classroom space	Nursing lab space	Simulation lab renovation	Structural/ADA repair	
	\$1,100,000	\$1,000,000	\$235,000	\$752,000	
Education Building repair and renovation <i>(in support of Oklahoma critical occupations SOC 25-2031 and 25-2058)</i>	The Education Building is in dire need of repairs. The increased number of majors within the department due to the Inspired to Teach program has increased the need to update the building. The updating will include boiler and chiller replacements, and upgrades on the second floor to house student teaching areas and degree completion offices.				\$465,000
	Boiler replacement	HVAC automatic controls	Chiller replacement	Second floor upgrades	
	\$120,000	\$120,000	\$125,000	\$100,000	
Campus buildings HVAC	The university is installing automated HVAC systems across campus. The requested money will complete installation in all buildings, which will provide significant energy savings over the next decade.				\$596,000
Total PRIORITY NEEDS					\$4,148,000

SWOSU CAPITAL NEEDS

NEED FOR NURSING EXPANSION

Current space limitations at Parker Hall have become a significant hindrance to the growth of the traditional BSN nursing program. Space is so tight that simulation labs are held in hallways, conference rooms, and outside picnic tables. This proposal would allow for necessary maintenance to Parker Hall to facilitate Nursing program growth to help meet our state's healthcare needs.



BENEFITS OF USING FUNDS FOR NURSING SPACE REPAIR AND EXPANSION

Proposed Space to Renovate: The space to be renovated will allow the nursing department to be housed in 12,000 square feet of space, compared to its current 6,000-square-foot location. The additional space will include physical features such as adaptive spaces that will prepare students for the challenges of nursing careers.

Increased Cohort Size: The expanded space will permit the nursing program to accommodate a larger number of students in each cohort, addressing the shortage of skilled nurses in the healthcare workforce. Current space limits each BSN nursing cohort to be 60. The proposed space will allow the cohort size to grow up to 120. This growth aligns with the university's commitment to meet regional healthcare needs.

Enhanced Learning Environment: Adequate space allows for better-designed classrooms and labs, facilitating interactive and experiential learning. With room to spread out, students can engage in realistic healthcare scenarios, enhancing their clinical skills and critical thinking abilities. Since the original nursing space will be in the same building, the learning will not experience any disruptions as the space is created.

Technological Advancements: This proposal presents an opportunity to incorporate state-of-the-art simulation equipment and technology, fostering a cutting-edge learning environment that mirrors the evolving healthcare landscape.

SWOSU CAPITAL NEEDS

NEED FOR NURSING EXPANSION

PICTURES OF CURRENT NURSING FACILITIES

The nursing facilities in Parker Hall have several deficiencies, including:

1) limited classroom size.

Small classrooms limit the size of each nursing cohort to 60.

2) limited clinical laboratory space.

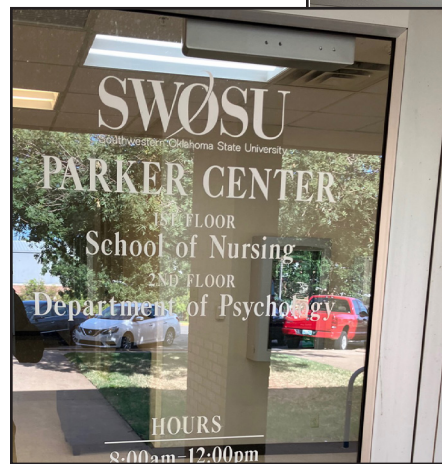
Students must crowd around small rooms to work in clinical settings. They often cram eight students into a mannequin room designed for four people.

3) aging space.

One laboratory space is located in the basement of Parker Hall. This space has low ceilings, water damage, and aging features.



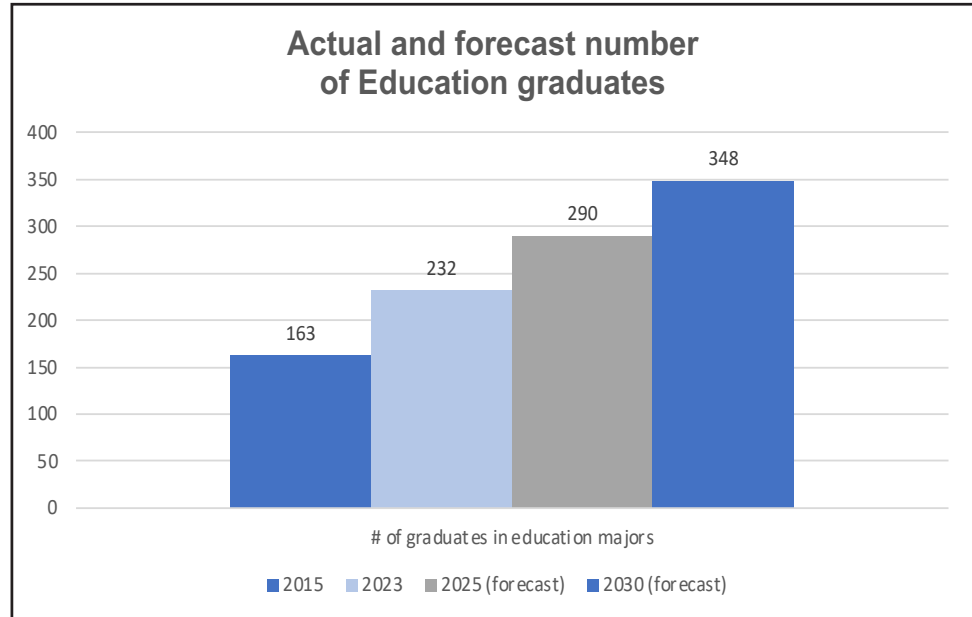
Sixty nursing cohort students are required to spend hours crammed into a small classroom space that does not allow for cohort growth.



SWOSU CAPITAL NEEDS

NEED FOR EDUCATION CENTER IMPROVEMENTS

SWOSU's historically strong Education program is one of the few in the state that continues to grow. The building that houses the program -- the Hibler Education Building -- has various infrastructure deficiencies that must be addressed in order for the programs to continue to recruit, retain, and graduate students into the teaching profession and thus help Oklahoma overcome the growing teacher shortage.



BENEFITS OF USING FUNDS FOR EDUCATION SPACE REPAIR AND RENOVATION

Proposed Space to Renovate: The Hibler Education Center, a vital hub for teacher education, requires immediate infrastructure updates to support the growth of our education program. The current layout of the second floor does not effectively serve the needs of the education program. Transforming this space to accommodate the Dean's office, Inspire to Teach office, and a student teacher collaboration laboratory will create a more conducive environment for administrative functions and student engagement.

Energy Efficiency: Replacing the outdated boiler and chiller with more energy-efficient alternatives will lead to long-term cost savings for the university while aligning with sustainability goals.

Space Optimization: Renovating the second floor will enable a more efficient utilization of space, accommodating administrative offices and a dedicated student teacher collaboration laboratory. This redesigned space will foster interaction, creativity, and innovation among aspiring educators.

Addressing the Teacher Shortage: By expanding the education program's capacity through updated facilities, SWOSU can prepare and graduate more qualified teachers, helping to address the critical teacher shortage in the state.

Impact on Education and Workforce: The enhanced facilities will attract more students to the education program and graduate well-prepared teachers who are equipped to meet the demands of modern classrooms.

SWOSU CAPITAL NEEDS

NEED FOR EDUCATION CENTER RENOVATION

PICTURES OF CURRENT EDUCATION CENTER FACILITIES

The Hibler Education Center facilities have several deficiencies, including:

1) aging boiler and chiller. The building's boiler does not efficiently heat and cool the building.

2) manual HVAC system. The manual cooling and heating controls leads to inefficiency.

3) aging space. Much of the second floor is not currently used by Education staff because it has dated distance learning spaces that need to be renovated in order to house modernized programs.



SWOSU CAPITAL NEEDS

NEED FOR CAMPUS BUILDINGS HVAC

PICTURES OF CURRENT FACILITIES

Various facilities have several deficiencies, including:

1) Original building deficiencies.

Campus buildings, such as the 100-year-old building, could house state-of-the-art programs that would meet the state's workforce needs. However, they need a massive HVAC overhaul to stay usable.

2) building efficiencies.

Many buildings need upgrades to their HVAC to ensure cost savings and efficiencies for years to come.





OFFICE OF THE PRESIDENT

Danley Hall, Suite 204

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(580) 559 - 5213 office • (580) 559 - 5788 fax • www.ecok.edu

TO: Regional University System of Oklahoma
Facilities Stewardship Committee
Regent Amy Ford, Chair

FROM: Wendell Godwin, President

DATE: August 26, 2024

SUBJECT: Facilities Stewardship Committee Agenda Items

Please place East Central University on the Facilities Stewardship Committee agenda for the September 6, 2024, Board of Regents of the Regional University System of Oklahoma meeting regarding the following items:

Project: HVAC Replacement

Project Description:

- ECU requests approval to engage the lowest responsible bidder for an HVAC replacement (Trane) in the Bookstore/Old Memorial Student Union. The broken unit is beyond repair, and due to summer temperatures, time is of-the-essence.

Amount:

- Not to exceed \$160,000

Source:

- New College 650

Vendor:

- Lambert Mechanical Inc.

Project: Deferred Maintenance Repair of Knight Hall

Project Description:

- ECU requests approval to hire an architect to repair and renovate Knight Hall (a student residential facility), which has been offline since 2017.

Amount:

- To be determined

Source:

- New College 650

Vendor:

- To be determined



Date: August 23, 2024

To: Regional University System of Oklahoma
305 N.W. 5th St., #407
Oklahoma City, OK 73102-4741

From: Dr. Bo Hannaford, President *Bo Hannaford*

RE: Facilities Stewardship Committee Agenda Items-September 5, 2024

Please place Northwestern Oklahoma State University on the Facilities Stewardship Committee agenda for the September 5, 2024, meeting of the Regional University System of Oklahoma Board of Regents for the following items:

Agenda items below relate to deferred maintenance projects for Northwestern Oklahoma State University.

Project #505-0050 Campus Roof Replacements

Project Description: Northwestern requests permission to bid and award a contract(s) to replace roofs on the following buildings: Health and Sports Science Education, Science, Wellness Center (flat roof), Vinson Hall (V shaped roof) and Coronado Cafeteria. These roofs have been replaced at various times in the past and all have exceeded their useful life.

Requested Funding Approval: Not to exceed \$1,200,000

Budget Breakdown: All costs associated with roof removal and replacement for each building.

Congruent with Facilities Master Plan or Strategic Plan: Yes

Revenue Source: Fund 295, Section 13 (Deferred Maintenance One-Time Funding Revenue)

Project #505-0004 Modification of HVAC

Project Description: Northwestern requests permission to bid and award a contract(s) to modify, add or replace HVAC systems and/or chillers for the following buildings: Vinson Hall, Percefull Fieldhouse, and Health and Sports Science Education. These systems all have exceeded their useful life.

Requested Funding Approval: Not to exceed \$800,000

Budget Breakdown: All costs associated with removal of old systems and installation of new systems.

Congruent with Facilities Master Plan or Strategic Plan: Yes

Revenue Source: Fund 295, Section 13 (Deferred Maintenance One-Time Funding Revenue)

Projects #505-0049 Ranger Stadium Parking Lot

Project Description: Northwestern requests permission to partner with the City of Alva and the Woods County Commissioners to repair potholes and chip and seal the parking lot at Ranger Stadium (these agencies have public bids on file for materials and labor). Northwestern also requests permission to bid and award a contract to reconfigure drainage issues associated with the parking lot and parking tiers. Materials purchased will also be used to fill various pot holes in other campus parking lots.

Requested Funding Approval: Not to exceed \$400,000

Budget Breakdown: All costs associated for materials and labor.

Congruent with Facilities Master Plan or Strategic Plan: Yes

Revenue Source: Fund 295, Section 13 (Deferred Maintenance One-Time Funding Revenue)

Project #505-0005 Major Repairs & Renovations

Project Description: Northwestern requests an addition to a facilities item approved at the April 21, 2023, board meeting. The original request was to bid and award a contract to replace the underground electrical vault located next to the Jesse Dunn Building. Northwestern is requesting to add to this original approval authority to replace the electrical vault located behind Herod Hall. Both units were installed 50+ years ago and have exceeded their useful life.

Requested Funding Approval: The new requested amount for both vaults should not exceed \$1,500,000

Budget Breakdown: All costs associated with the removal of old electrical transformers and wiring and replacing with new units.

Congruent with Facilities Master Plan or Strategic Plan: Yes

Revenue Source: Fund 295, Section 13 (Deferred Maintenance One-Time Funding Revenue)

Easley Associates Architects, Enid, Oklahoma, will continue as the architectural firm to oversee the bidding and contract fulfillment of each deferred maintenance project. Fund 295, Section 13 Deferred Maintenance One-Time Funding Revenues will also be used to pay all architect fees.

Ratification of Emergency Approval

Donation of Church Property

Request ratification of emergency approval given on July 31, 2024, by Regent Amy Ford, Chair of the Facilities Stewardship Committee, and Regent Jane McDermott, Chair of the RUSO Board, allowing Regent McDermott to execute all legal documents transferring ownership of the land and building located at 628 Church Street, Alva, Oklahoma, from the First Presbyterian Church to Northwestern Oklahoma State University. This is a donation from the First Presbyterian Church. The property was transferred via a general warranty deed. Attached is a copy of the general warranty deed, affidavit of land ownership buyer and seller consent to transaction, and the contract for the transfer of property. The Reichenberger Department of Fine Arts will use this new space as a practice facility for band and choir.

BH:jr

Att. (3)

Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be either cash, cashier's check or wire transfer.

4. **TIME PERIODS SPECIFIED IN CONTRACT.** Time periods for Investigations, Inspections and Reviews and Financing Supplement Agreement shall commence on the date of the last signature (Time Reference Date), regardless of the date the Contract is signed by Buyer and Seller. The day after the **Time Reference Date** shall be counted as day one (1). If left blank, the **Time Reference Date** shall be the third day after the last date of signatures of the Parties.

5. **INVESTIGATIONS, INSPECTIONS AND REVIEWS.**

A. The Buyer agrees and acknowledges that Seller, Seller's Broker and their licensed associates, are not experts regarding the condition of the Property. No representations, warranties, or guarantees regarding the condition of the Property, or environmental hazards, are expressed or implied except as may be specified by Seller in the additional provisions in Paragraph 11.

B. Buyer shall have 10 days (ten [10] days if left blank) after the **Time Reference Date** to complete any investigations, inspections, and reviews. Seller shall have water, gas and electricity turned on and serving the Property for the Buyer's inspections, and through the date of possession or Closing, whichever occurs first. If required by ordinance, Seller, or Seller's Broker, if applicable, shall deliver to Buyer, in care of Buyer's Broker, if applicable, within five (5) days after the **Time Reference Date** any written notices affecting the Property.

C. Buyer, at Buyer's expense, shall have the right to enter upon the Property, together with Buyer's representative(s), independent contractor(s) and/or any other person Buyer deems qualified, to conduct any and all investigations, inspections, tests, studies and reviews. Excepting only the negligence of Seller or a condition caused or permitted by Seller, Buyer shall indemnify, protect, defend and hold Seller harmless from and against any and all claims, demands, losses, liabilities, costs, fees and expenses (including attorney's and consultant's fees) arising out of or related to Buyer's entry onto the Property in connection with any testing or investigation performed pursuant to this Contract. Buyer's investigations, inspections and reviews may include, but may not be limited to, the following:

- 1) **Flood, Storm Water Run-off, Storm Sewer Back-up or Water History**
- 2) **Environmental Risks.** Including, but not limited to soil, air, water, hydrocarbon, chemical, carbon, asbestos, mold, radon gas and lead-based paint
- 3) **Roof.** Structural members, roof decking, coverings and related components
- 4) **Structural Inspection**
- 5) **Use of Property.** Property use restrictions, building restrictions, easements, restrictive covenants, zoning ordinances and regulations
- 6) **Square Footage/Acreage.** Buyer shall not rely on any quoted square footage and/or acreage and shall have the right to measure the Property.

D. **EQUIPMENT.** Buyer and Seller shall have 7 days (7 days if blank) after the Seller's receipt of the completed TRR form to negotiate the Treatment, Repair, or Replacement items. If a written agreement is reached, seller shall complete all agreed Treatments, Repairs, or Replacements prior to the closing date. If a written agreement is not reached within the time specified in this provision, the Contract shall terminate and the Earnest Money returned to the Buyer.

E. **WOOD DESTROYING INSECTS INSPECTION.** Within 10 days (ten(10) if left blank) from the **Time Reference Date** of this Contract, Buyer shall have the right to have the Property inspected by Buyer's choice of a licensed exterminating company and deliver to Seller, in care of Seller's Broker, if applicable, an infestation report. The expense of such report shall be the Buyer's expense. In the event the report shows visible infestation or visible damage, Seller agrees, at Seller's expense, to treat and/or repair same, provided the estimated cost to cure such infestation or damage does not exceed \$1,000.00. If the estimated cost exceeds such amount, Seller shall have the option to cancel and terminate this Contract within forty-eight (48) hours of being advised of such estimate unless Buyer agrees, in writing, to pay any costs in excess of such amount.

F. **BUYER'S RIGHT TO CANCEL.** If, upon Buyer's investigation, inspections and reviews, the Buyer determines that the Property is not suitable for Buyer's intended use, the Buyer may cancel and terminate this Contract and receive a refund of the earnest money by delivering written notice to the Seller, in care of Seller's Broker, if applicable, as provided in Paragraph 16 within twenty-four (24) hours of the expiration of the time period specified in this provision.

6. **RISK OF LOSS.** Until transfer of Title or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon Seller; after transfer of Title or transfer of possession, risk of loss shall be upon Buyer. (Parties are advised to address insurance coverage regarding transfer of possession prior to Closing.)

7. **NON-FOREIGN SELLER.** Seller represents that at the time of acceptance of this contract and at the time of Closing, Seller is not a "foreign person" as such term is defined in the Foreign Investments in Real Property Tax Act of 1980 (26 USC Section 1445(f) et. Sec) ("FIRPTA"). If either the sales price of the property exceeds \$300,000.00 or the buyer does not intend to use the property as a primary residence then, at the Closing, and as a condition thereto, Seller shall furnish to Buyer an affidavit, in a form and

Buyer's Initials JAM Buyer's Initials _____ Seller's Initials CP Seller's Initials _____

substance acceptable to Buyer, signed under penalty of perjury containing Seller's United States Social Security and/or taxpayer identification numbers and a declaration to the effect that Seller is not a foreign person within the meaning of Section "FIRPTA."

8. **ACCEPTANCE OF PROPERTY.** Buyer, upon accepting Title or transfer of possession of the Property, shall be deemed to have accepted the Property in its then condition. No warranties, expressed or implied, by Sellers, or Seller's Broker and/or their associated licensees, with reference to the condition of the Property, shall be deemed to survive the Closing.

9. **TITLE EVIDENCE.** Seller shall furnish Buyer title evidence covering the Property. Such title evidence shall be in the form of:

(check one or both)

- SURFACE RIGHTS ABSTRACT (A below)**
- TITLE INSURANCE COMMITMENT AND SURVEY (B below)**

A. SURFACE RIGHTS ABSTRACT

- 1) Seller, at Seller's expense, within thirty (30) days prior to Closing Date, agrees to make available to Buyer the following (collectively referred to as "the Title Evidence"):
 - a) A complete surface-rights-only Abstract of Title, certified by an Oklahoma-licensed and bonded abstract company; and
 - b) A current Uniform Commercial Code Search Certificate.
- 2) **LAND OR BOUNDARY SURVEY.** Seller agrees that Buyer, at (check one) **Buyer's** **Seller's** expense, may have a licensed surveyor enter upon the Property to perform a Land or Boundary (Pin Stake) Survey that shall then be considered as part of the Title Evidence.
- 3) **BUYER TO EXAMINE TITLE EVIDENCE.**
 - a) Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections to Title to Seller or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence.
 - b) Buyer agrees to accept Title subject to: (i) utility easements serving the Property, (ii) building and use restrictions of record, (iii) set back and building lines, (iv) zoning regulations, and (v) reserved and severed mineral rights, which shall not be considered objections for requirements of Title.
- 4) **SELLER TO CORRECT ISSUES WITH TITLE (IF APPLICABLE); POSSIBLE CLOSING DELAY.** Upon receipt by Seller, or in care of Seller's Broker, if applicable, of any Title requirements reflected in an Attorney's Title Opinion or Title Insurance Commitment, based upon the standard of marketable title set out in the Title Examination Standards of the Oklahoma Bar Association, the Parties agree to the following:
 - a) Seller, at Seller's expense, shall make reasonable efforts to obtain and/or execute all documents necessary to cure Title requirements identified by Buyer; and
 - b) Delay Closing Date for 30 days [thirty (30) days if left blank], or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's Title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that Title requirements are not cured within the time specified in this Paragraph, the Buyer may cancel the Contract and receive a refund of the earnest money.

B. TITLE INSURANCE COMMITMENT AND SURVEY

- 1) Seller, at **Buyer's** **Seller's** expense (check one), (including the cost of pre-closing abstracting and Title examiner's report) within _____ days after _____ shall furnish Buyer a Commitment for title insurance from a title insurance company acceptable to Buyer (the "Title Commitment"). The Title Commitment covering the Property shall be addressed to the Buyer and bind the title company to issue to Buyer, at closing, an American Land Title Association (ALTA) standard form Owner's Policy of Title Insurance (the "Title Policy"), in the amount of the purchase price. The Title Commitment shall set forth the status of the Title to the Property, showing and having attached copies of all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions and any other matters affecting the Property.
- 2) Seller, at **Buyer's** **Seller's** expense (check one), within _____ days after _____, shall furnish Buyer five (5) copies of a survey of the Property, prepared by a licensed surveyor, dated or updated no more than six (6) months prior to the **Time Reference Date** (the "Survey"). The Survey shall show:
 - a) The boundary lines, dimensions and area of the land indicated thereon,
 - b) The location of all fences, buildings, driveways, monuments, and other improvements located within the boundary lines,
 - c) The location of all setback lines
 - d) The location of all easements, alleys, streets, roads, rights-of-way, and other matters of record affecting such land, together with the instrument, book and page number indicated,

Buyer's Initials JSM Buyer's Initials _____ Seller's Initials CP Seller's Initials _____

- e) If the Property is un-platted, a metes and bounds description of the Property,
- f) The scale, the North direction, the beginning point, distance to the nearest intersecting street, and point of reference from which the Property is measured, and
- g) If the Property is located in (i) a floodway, (ii) a 100-year flood plain, (iii) a "flood prone area," as defined by the United States Department of Housing and Urban Development (HUD), pursuant to the U.S. Flood Disaster Protection Act of 1973, as amended, or (iv) an area classified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, reflected by Flood Insurance Rate Map covering the area in which the Property is situated; and shall identify the portion of the Property located in such floodway, 100-year flood plain, flood prone area, or flood hazard area. Such Survey shall be in a form sufficient to permit the Title Company issuing the Title Policy to remove printed survey exception from the policy.

- 3) The legal description of the Property contained in the Survey, if different from the description contained in this Contract, once approved by Buyer and Seller, shall be substituted for the description of the Property and the Contract shall be deemed amended by the substitution of the legal description of the Property contained in the Survey without the necessity of the Parties executing any further amendment to the Contract.
- 4) Buyer shall have ten (10) days from the receipt of both the Commitment for Title Insurance and the Survey referred to above to examine the same and specify to Seller, in care of Seller's Broker, if applicable, in writing, those matters which Buyer finds objectionable. No matter in the Title Commitment shall be construed as a valid objection to title under this Contract unless it is so construed under the Title Examination Standards of the Oklahoma Bar Association, where applicable. In case of valid objections to the title in the Title Commitment, Seller shall have thirty (30) days, or such additional time as may be agreed to, in writing, by Seller and Buyer, to make reasonable efforts to cure or remove such objections. If Buyer, or Buyer's Broker, if applicable, does not deliver to Seller, in care of Seller's Broker, if applicable, a written notice specifying those items to which Buyer objects within ten (10) days after the receipt by Buyer of the information referred to above, then all of the items reflected in the Title Commitment and Survey shall be considered to be acceptable to Buyer. If such valid objections cannot be satisfied within the time stipulated in this Paragraph, the earnest money shall be refunded to the Buyer, Buyer shall return the abstract to Seller, and this Contract shall be of no further force and effect.
- 5) On the date of closing of this transaction, as provided in the Contract, Seller shall furnish to Buyer a copy of the Title Commitment, fully marked and initialed by the title company issuing the Owner's Title Policy, which marked Title Commitment, shall reflect the exceptions and provisions to be contained in the Owner's Title policy upon issuance thereof. The Title Commitment shall commit to issue to Buyer an owner's policy of title insurance, covering all of the Property, in the sum of the purchase price, and written on an American Land Title Association (ALTA) Owner's Policy form or its equivalent, and, except for the objections Buyer has agreed to waive showing only the standard printed exceptions and exclusions contained in the said ALTA form of Owner's Title Policy. The premium charged by the Title Company and post closing abstracting expense of providing such Title Policy shall be borne by:

(check one) Buyer Seller

- 6) The Title Commitment shall permit deletion of the Survey exceptions, at Buyer's sole cost and expense. Additional extended coverage, including waiver of the standard exceptions and an ALTA standard zoning endorsement, which reflects the zoning classification of the Property, shall also be provided by Seller, at Buyer's request, and costs for such extended coverage in excess of the base policy premium shall be reimbursed to Seller by Buyer at closing.
- 7) Seller shall make reasonable efforts, at Seller's sole cost and expense, to cure or remove objections identified in the Survey. If Seller fails to cause all of the objections to be removed or cured prior to the closing date, or if Seller, or Seller's Broker, if applicable, notifies Buyer, in care of Buyer's Broker, if applicable, of Seller's decision not to cure or remove some, or all, of the objections, Buyer's sole remedy shall be to:
 - a) Terminate this Contract by giving Seller, in care of Seller's Broker, if applicable, written notice thereof, which notice must be given within five (5) days after Seller, or Seller's Broker, if applicable, notifies Buyer, in care of Buyer's Broker, if applicable, of Seller's decision not to cure or remove the objections; in which event, the earnest money, together with all interest earned thereon, shall be returned to the Buyer, and neither Party shall have any further rights, duties, or obligations hereunder; or
 - b) Elect to purchase the Property subject to the Buyer's objections not so removed or cured; in which event, the objections not removed or cured shall be deemed acceptable to Buyer.
- 8) Notwithstanding anything to the contrary contained in this Contract, in the event the transaction contemplated by this Contract does not close for any reason except Seller's failure to cure or remove a title objection described in the Survey or wrongful refusal to close, **Buyer shall be responsible for the payment of the cost of the Survey.** Upon closing, any existing Abstract(s) of Title, owned by Seller, shall become the property of Buyer.

Buyer's Initials JAM Buyer's Initials _____

Seller's Initials CP Seller's Initials _____

10. TAXES, ASSESSMENTS AND PRORATIONS.

- A. General ad valorem taxes for the current calendar year shall be prorated through the date of closing, if certified. However, if the amount of such taxes has not been fixed, the proration shall be based upon the rate of levy for the previous calendar year and the most current assessed value available at the time of Closing.
- B. The following items shall be paid by Seller at Closing: (i) Documentary Stamps; (ii) all utility bills, actual or estimated; (iii) all taxes other than general ad valorem taxes which are or may become a lien against the Property; and (iv) any labor, materials, or other expenses related to the Property, incurred prior to Closing which is or may become a lien against the Property.
- C. At Closing all leases, if any, shall be assigned to Buyer and security deposits, if any, shall be transferred to Buyer. Prepaid rent and lease payments shall be prorated through the date of Closing.
- D. If applicable, membership and meters in utility districts to include, but not limited to, water, sewer, ambulance, fire, garbage, shall be transferred at no cost to Buyer at Closing.
- E. If the property is subject to a mandatory Homeowner's Association, dues and assessments, if any, based on most recent assessment, shall be prorated through the date of Closing.
- F. All governmental and municipal special assessments against the property (matured or not matured), not to include Homeowner's Association special assessments, whether or not payable in installments, shall be paid in full by Seller at Closing.

11. ADDITIONAL PROVISIONS.

For a period of 5 years beginning from the Closing Date, Buyer agrees to the following: Seller shall have use of the Property's sanctuary (which shall remain "service ready"), fellowship hall, and kitchen on an as needed basis. Seller shall retain use of the Property's current Treasurer's office as well as full use and control of the East wing and Parlor of the Property. Seller agrees to carry general liability insurance for coverage during its possession. At the end of 5 years, the parties agree to renegotiate extensions in good faith. Further agreements regarding the use of the property will be done separately between the Seller and Buyer

- 12. **TAX DEFERRED EXCHANGE 1031.** In conformance with Section 1031 of the Internal Revenue Code, it may be the intention of the Seller or Buyer or both to effect a tax-deferred exchange. Either the Seller or Buyer or both may assign his/her rights in the contract to a Qualified Intermediary for the purpose of effecting a tax-deferred exchange. The Parties agree to cooperate and execute the necessary documents to allow either or both Parties to effect such exchange at no additional cost or liability to the other Party. However, any warranties that may be expressed in this contract shall remain and be enforceable between the Parties executing this document.
- 13. **MEDIATION.** Any dispute arising with respect to the Contract shall first be submitted to a dispute resolution mediation system servicing the area in which the Property is located. Any settlement agreement shall be binding. In the event an agreement is not reached, the Parties may pursue legal remedies as provided by the Contract.
- 14. **CHOICE OF LAW AND FORUM.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to any choice of law or conflict of law rules or principles that would cause the application of the laws of any jurisdiction other than the State of Oklahoma. The Parties agree that any legal action brought for any disputes, claims, and causes of action arising out of or related to this Contract shall be decided in a Oklahoma State Court in the County in which the Property is located or a Federal Court having jurisdiction over the County in which the Property is located.
- 15. **BUYER AFFIDAVIT COMPLIANCE.** Buyer represents that at the time of submission of this purchase offer and at the time of Closing, Buyer is either (a) a U.S. Citizen, Native American, or non-citizen / alien who is or shall become a bona fide resident of the State of Oklahoma, or (b) a business entity or trust in compliance with 60 O.S. § 121—122. Buyer further represents that Buyer is eligible to execute the required Affidavit of Land or Mineral Ownership provided by the Attorney General of the State of Oklahoma as required by 60 O.S. § 121.
- 16. **BREACH AND FAILURE TO CLOSE.** Seller or Buyer shall be in breach of this contract if either fails to comply with any material covenant, agreement, or obligation within the time limits required by this Contract. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**
 - A. **UPON BREACH BY SELLER.** If the Buyer performs all of the obligations of Buyer, and if, within five (5) days after the date specified for Closing under Paragraph 3, Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to either cancel and terminate this Contract, return the abstract to Seller and receive a refund of the earnest money, or pursue any other remedy available at law or in equity, including specific performance.
 - B. **UPON BREACH BY BUYER.** If, after the Seller has performed Seller's obligation under this Contract, and if, within five (5) days after the date specified for Closing under Provision 3, the Buyer fails to provide funding, or to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price as liquidated damages, or pursue any other remedy available at law or in equity, including specific performance.

17. INCURRED EXPENSES AND RELEASE OF EARNEST MONEY.

Buyer's Initials JAM Buyer's Initials _____ Seller's Initials CP Seller's Initials _____

A. INCURRED EXPENSES. Buyer and Seller agree that any expenses, incurred on their behalf, shall be paid by the Party incurring such expenses and shall not be paid from earnest money.

B. RELEASE OF EARNEST MONEY. In the event a dispute arises prior to the release of earnest money held in escrow, the escrow holder shall retain said earnest money until one of the following occur:

- 1) A written release is executed by Buyer and Seller agreeing to its disbursement;
- 2) Agreement of disbursement is reached through Mediation;
- 3) Interpleader or legal action is filed, at which time the earnest money shall be deposited with the Court Clerk; or
- 4) The passage of thirty (30) days from the date of final termination of the Contract has occurred and options 1), 2) or 3) above has not been exercised; Broker escrow holder, at Broker's discretion, may disburse earnest money. Such disbursement may be made only after fifteen (15) days written notice to Buyer and Seller at their last known address stating the escrow holder's proposed disbursement.

18. DELIVERY OF ACCEPTANCE OF OFFER OR COUNTEROFFER. The Buyer and Seller authorize their respective Brokers, if applicable, to receive delivery of an accepted offer or counteroffer.

19. NOTICE. Any notice provided for herein shall be given in writing, sent by (a) personal delivery, (b) United States mail, postage prepaid, or (c) by facsimile, to the Escrow Agent, with copies to the other Parties, addressed as follows:

To Escrow/Closing Agent:

c/o _____

Phone: _____

FAX: _____

Buyers: _____

Sellers: _____

Board of Regents of the Regional University System of Okl.

The First Presbyterian Church

c/o David Pecha

c/o Patty Harkin

709 Oklahoma Blvd., Alva, Oklahoma 73717

628 Church St., Alva, Oklahoma 73717

Phone: (580)327-8528

Phone: (580)829-1149

FAX: _____

FAX: _____

Email: _____

Email: _____

or such other address as shall hereafter be designated in writing.

20. BROKER RELATIONSHIP DISCLOSURE/COMMISSION. Parties acknowledge and confirm that Broker(s) providing brokerage services to the Parties have described and disclosed their duties and responsibilities to the Parties prior to the Parties signing this Contract.

(Applicable for in-house transactions only) Parties acknowledge and confirm that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract. Parties further acknowledge receipt of Estimate of Costs associated with this transaction and that a Contract Guide has been made available to the Parties in print, or at www.orec.ok.gov.

Seller acknowledges and confirms that the Broker providing brokerage services to the seller has described and disclosed their duties and responsibilities to the seller prior to the seller signing this Contract.

It is further acknowledged and agreed by the Parties that the Buyer Seller (check one) will pay the Listing Broker a commission equal to _____ of the purchase price at Closing for services rendered in this real estate transaction.

21. TERMINATION OF OFFER. The above Offer shall automatically terminate on _____ at _____ am. / p.m (check one) unless withdrawn prior to acceptance or termination.

22. EXECUTION BY Parties.

AGREED TO BY BUYER:

AGREED TO BY SELLER:

On this Date: _____

On this Date: 8/8/2024

Jane McDermott, Board Chair, Reg. Univ. Syst. of OK

Cindy Payton, Clerk of Session, First Presbyterian Church of Alva

Buyer's Printed Name

Seller's Printed Name

Jane McDermott, Ch.

Cindy Payton

Buyer's Signature

Seller's Signature

Buyer's Initials JM Buyer's Initials _____

Seller's Initials CP Seller's Initials _____

Buyer's Printed Name

Seller's Printed Name

Buyer's Signature

Seller's Signature

OFFER REJECTED AND SELLER IS NOT MAKING A COUNTEROFFER _____, 20____

Seller's Signature

Seller's Signature

EARNEST MONEY RECEIPT, INSTRUCTIONS, AND ASSOCIATE INFORMATION

In accordance with the terms and conditions of the PURCHASE, PRICE, EARNEST MONEY, AND SOURCE OF FUNDS Paragraph, \$_____ Check Cash as Earnest Money Deposit, has been delivered to:

Listing Broker: Listing Broker acknowledges receipt of Earnest Money and shall deposit said funds in accordance with Paragraph 2 of this Contract. Listing Broker shall provide a copy of receipt to the Selling Broker.

Selling Broker: Selling Broker acknowledges receipt of Earnest Money and shall deliver said funds to the Title Company. Selling Broker shall provide a copy of the receipt to the Listing Broker.

Title Company (Name/Address of Title Company): _____

Other: _____

Date Selling Broker/Associate Signature

(Print Name) Selling Broker/Associate

SELLING BROKER/ASSOCIATE:

OREC Associate License Number

OREC Company Name

OREC Company License Number

Company Address

Company Phone Number

Associate Email

Date

Date Listing Broker/Associate Signature

(Print Name) Listing Broker/Associate

LISTING BROKER/ASSOCIATE:

OREC Associate License Number

OREC Company Name

OREC Company License Number

Company Address

Company Phone Number

Associate Email

Date

Buyer's Initials JAM Buyer's Initials _____

Seller's Initials CP Seller's Initials _____



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8/16/2024 9:37 AM Pg 1-2

Fee: \$20.00 Doc: \$0.00

Shelley Reed - Woods County Clerk

RA 1620

Return Deed to:
Sutter Law, PLLC
401 College Avenue
Alva, OK 73717

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THIS DEED made and delivered this 8th day of August, 2024, between The First Presbyterian Church of Alva, Oklahoma, a nonprofit religious corporation duly organized under the laws of the state of Oklahoma ("Grantor") and The Regional University System of Oklahoma for the use and benefit of Northwestern Oklahoma State University, whose address is 305 NW 5th, #407, Oklahoma City, Oklahoma, 73102, ("Grantee").

The Grantor, in consideration of the sum of TEN and NO/100THS DOLLARS (\$10.00) and other good and valuable consideration duly paid, the receipt of which is acknowledged, does grant, bargain, sell and convey to the Grantee and its successors and assigns, all of their interest in the following described real estate, situated in WOODS COUNTY, STATE OF OKLAHOMA, to wit:

Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14), in Block Sixty (60), of the Original Town, now City of Alva, Woods County, Oklahoma

together with all the improvements and appurtenances on the premises and warrant the title to the same.

DOCUMENTARY STAMPS ARE NOT REQUIRED PURSUANT TO O.S. 68 §3202(1).

TO HAVE AND HOLD all of the interest in the described premises to the Grantee and its successors, and assigns forever, free and discharged of all former grants, charges, taxes, judgements, mortgages, and other liens and encumbrances of whatsoever nature or kind; EXCEPT: Easements and building restrictions of record and special assessments not yet due.

IN WITNESS WHEREOF, the undersigned has executed this document on the date first set forth above:

By: Cindy Payton
Cindy Payton, Clerk of Session
First Presbyterian Church of Alva, Oklahoma

COUNTY OF WOODS)
) SS.
STATE OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of August, 2024, personally appeared Cindy Payton, Clerk of Session, of First Presbyterian Church of Alva, Oklahoma, to me known to be the identical person who signed the names of the maker thereof to the within foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

BUYER CONSENT TO TRANSACTION

The undersigned, being a person authorized to sign documents on behalf of **The Regional University System of Oklahoma for the use and benefit of Northwestern Oklahoma State University**, herein referred to as "Entity", hereby certifies and affirms that in accordance with the governing documents of the Entity the transaction to buy the real property described below has been authorized by such Entity. The real property referred to herein is described as follows:

Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14), in Block Sixty (60), of the Original Town, now City of Alva, Woods County, Oklahoma

IN WITNESS WHEREOF, the undersigned have executed this document on the date set forth below.

AUTHORIZED SIGNOR:

**The Regional University System of Oklahoma
For the use and benefit of Northwestern Oklahoma State University**

By: Jane McDermott
Jane McDermott, Chair, RUSO

Dated: 8-8-2024

SELLER CONSENT TO TRANSACTION

The undersigned, being a person authorized to sign documents on behalf of **The First Presbyterian Church, Alva Oklahoma**, a nonprofit religious corporation duly organized under the laws of the state of Oklahoma, herein referred to as "Church", hereby certifies and affirms that in accordance with the governing documents of the Church the transaction to sell the real property described below has been authorized by such Church. The real property referred to herein is described as follows:

Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14), in Block Sixty (60), of the Original Town, now City of Alva, Woods County, Oklahoma

IN WITNESS WHEREOF, the undersigned have executed this document on the date set forth below.

AUTHORIZED SIGNOR:

The First Presbyterian Church, Alva, Oklahoma

A nonprofit religious corporation duly organized under the Laws of the State of Oklahoma

By: Cindy Payton
Cindy Payton, Clerk of Session
First Presbyterian Church of Alva, Oklahoma

Dated: 8/8/2024

Exhibit to Deed

AFFIDAVIT OF LAND OWNERSHIP: NON-EXEMPT BUSINESS OR TRUST

STATE OF Oklahoma)

) ss.

COUNTY OF Woods)

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned Jane McDermott
(list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states:

1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.
2. I am a/an Chairperson (role, such as titled officer or trustee) of Board of Regents of the Regional University System of Oklahoma (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (referred to herein as the "Entity"). I am duly authorized to record this Affidavit on behalf of the Entity, which is taking title to the real property identified in the Deed to which this Affidavit is attached (the "Property"), and to bind the Entity for the consequences of any false statements in this Affidavit.
3. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:
No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.
4. The Entity acquired title to the Property in compliance with the requirements of 60 O.S. § 121 and no funding source was used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.
5. If the Entity is a trust, its grantee(s), trustees and all direct and contingent beneficiaries are United States citizens or bona fide residents of the State of Oklahoma. If the Entity is a business, its direct and indirect owner(s) is/are United States citizens(s) or bona fide residents of the State of Oklahoma.
6. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

Jane McDermott
AFFIANT, individually and as authorized agent of the Entity

August 8, 2024
Date

The foregoing instrument was subscribed and sworn to before me this 8th day of August, 2024, by Jane R. Koppitz

My Commission Expires: 06/27/26
My Commission Number: 22008759





Office of the President
**Southeastern Oklahoma
State University**

Regent Any Anne Ford
Regional University System of Oklahoma
Landmark Towers
3555 Northwest 58th, Suite 320
Oklahoma City, OK 73112

Dear Regent Ford,

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: Bloomer Gym High Roof

Project Description: The roof is an original flat tar and gravel roof that had a membrane roofing system with multiple flashing points. The project will remove existing roof and install a new Thermoplastic polyolefin "TPO System".

Project Number(s): 660-0801

Amount: \$165,000 Estimated

Source of Funds State Regents Deferred Maintenance

Vendor: To Be Determined

Project Name: Bloomer Gym Low Roof

Project Description: The flat roof is an original tar and gravel roof that had a membrane roofing system with a brick wall around perimeter, multiple drainage areas as well as flashing points. The project will remove existing roof and install new Thermoplastic polyolefin "TPO System".

Project Number(s): 660-0801

Amount: \$65,000 Estimated

Source of Funds State Regents Deferred Maintenance

Vendor: To Be Determined

Project Name: Bloomer Sullivan Arena Low Roof

Project Description: This is the original roof from when the arena was built over 20 years ago. The project will include installing insulation board under the new Thermoplastic polyolefin "TPO System" roof. Roof drains will also be retrofitted with new roof hatch and walk pad for HVAC units.

Project Number(s): 660-0801

Amount: \$65,000 Estimated

Source of Funds State Regents Deferred Maintenance

Vendor: To Be Determined

Project Name: Morrison Roof - West

Project Description: The roof is an original tar and gravel roof that has Duralast roof system. The project will remove an existing wooden HVAC support structure and install a new Thermoplastic polyolefin "TPO System".

Project Number(s): 660-0801

Amount: \$75,000 Estimated

Source of Funds State Regents Deferred Maintenance

Vendor: To Be Determined

Project Name: Hallie McKinney Low Roofs

Project Description: The flat roof is an original tar and gravel roof that had a membrane roofing system with a brick wall around perimeter, multiple drainage areas as well as flashing points. The project will remove existing roof and install new Thermoplastic polyolefin "TPO System".

Project Number(s): 660-0801

Amount: \$80,000 Estimated

Source of Funds 2024 Master Lease Deferred Maintenance

Vendor: To Be Determined

Easement Request

Southeastern is requesting approval to execute an easement to Oklahoma Natural Gas Company. The easement is needed to install utilities underground for new construction to be built on the adjoining property owned by the Baptist General Convention of Oklahoma for the new Baptist Collegiate Ministries.

This approval will delegate the authority to the President or his designee to sign the documents necessary to grant the easement, subject to legal counsel's review.

Sincerely,



Thomas W. Newsom

President

DATE: August 19, 2024

TO: Amy Anne Ford, Facilities Stewardship Committee Chair
Regional University System of Oklahoma

FROM: Dr. Rodney S. Hanley, President

SUBJECT: Facilities Stewardship Committee Agenda Items – September 2024

1. Project #485-0073 – General Facilities Repairs and Maintenance

- Project Description: General repairs, maintenance, and service agreements for facilities structures and equipment.
- Requested Funding Approval: \$250,000
- Budget Breakdown: Renovation/Repairs
- Revenue Source(s): 751 Fund

2. Project #485-0073 – Higher Education Deferred Maintenance FY25 Projects

- a. Project Description: NSU requests ratification of emergency approval granted by both Regents Ford and McDermott on July 16, 2024, for the design bid, award and construction/renovation of the Higher Education Deferred Maintenance FY25 projects. All projects are focused on building systems and HVAC equipment repairs or replacements.
- Deferred Maintenance Projects
- DM1 – Business & Technology Chiller condensers and general HVAC
- DM2 – Fine Arts and Annex 2nd Chiller, piping replacement and general HVAC
- DM3 – Muskogee Admin HVAC
- DM4 – Natural Science Outside Air Units
- DM5 – University Center HVAC
- DM6 – John Vaughn Library general HVAC and Piping replacement.
- DM7 – Campus Wide Small Unit Replacement
- Requested Funding Approval: \$3,579,545
 - Budget Breakdown: Renovation/Repairs
 - Revenue Source(s): 295 Fund

3. Project #485-0073 – University Center Mechanical Room and Boiler Replacements

- Project Description: NSU requests ratification of emergency increase approval granted by Regents Ford and McDermott on July 10, 2024, for the design bid, award and construction of the UC Mechanical Room and Boiler replacement Project. This project was originally approved in September 2023. This \$65,000 increase is largely be used for the code compliant second egress for the renovated boiler room.
- Requested Funding Approval: \$340,000
- Budget Breakdown: Renovation/Repairs
- Revenue Source(s): 751 Fund

INFORMATIONAL:

1. Project #485-0073 – Warehouse Security Fence Phase 1

- Project Description: Remove & Replace existing southern fence and southwest entrance.
- Requested Funding Approval: \$94,926
- Budget Breakdown: Renovation/Repairs
- Congruent with Facility Master Plans or Strategic Plans: Yes
- Revenue Source(s): 650 Fund

2. Project #485-0063 – Courtside and Cobb Roof Repair and Replacement

- Project Description: Replace and Repair the existing roofs of Courtside 5, Courtside 3 and Cobb Hall southeast valley
- Requested Funding Approval: \$40,000
- Budget Breakdown: Renovation/Repairs
- Congruent with Facility Master Plans or Strategic Plans: Yes
- Revenue Source(s): 751 Fund

3. Project #485-0063 - General Housing Fire Alarm Repairs

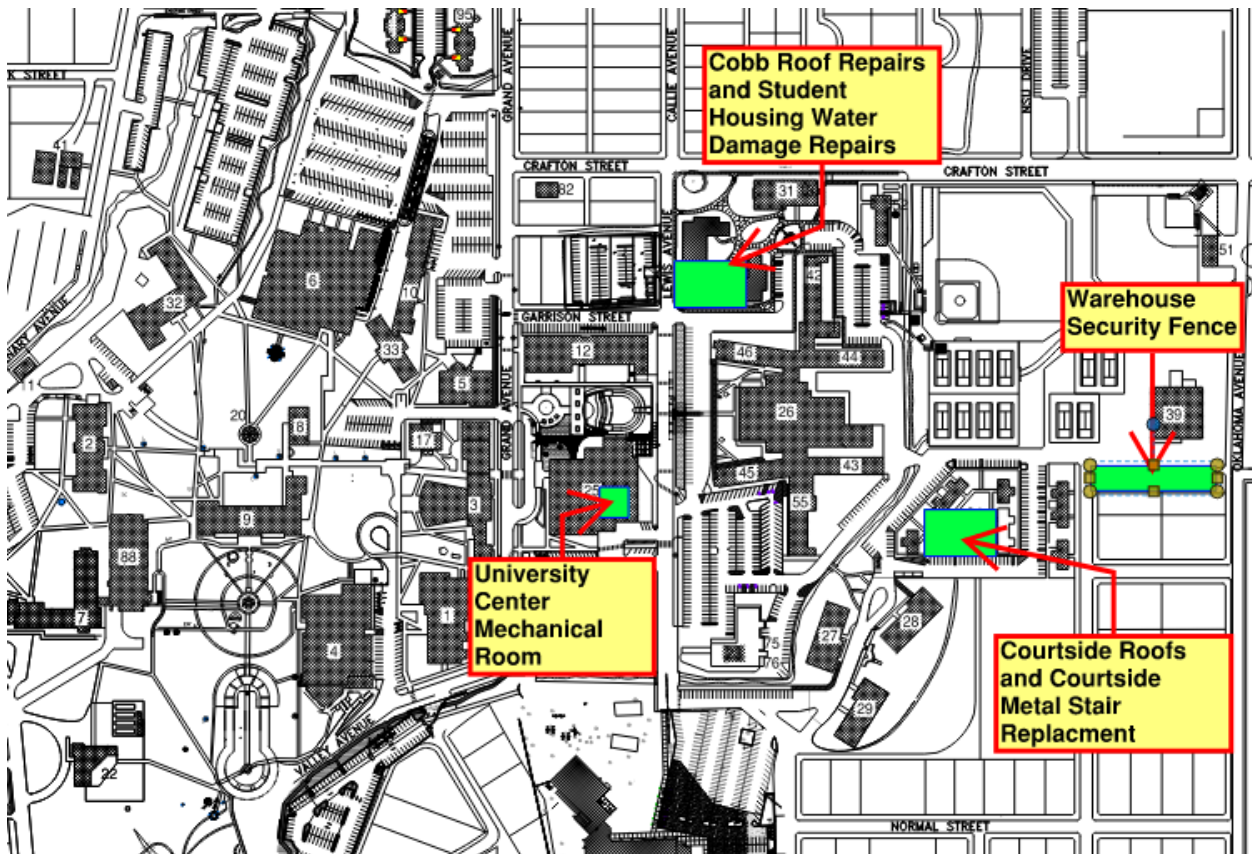
- Project Description: General repairs to all housing facilities fire alarm and life safety systems campus wide.
- Requested Funding Approval: \$35,000
- Budget Breakdown: Renovation/Repairs
- Congruent with Facility Master Plans or Strategic Plans: Yes
- Revenue Source(s): 751 Fund

4. Project #485-0063 – Cobb Hall Water Damage Repairs

- Project Description: Renovate multiple student housing apartments from water damage due to a broken shower head service line and drain
- Requested Funding Approval: \$45,000
- Budget Breakdown: Renovation/Repairs
- Revenue Source(s): 751 Fund

5. Project #485-0063 – Student Housing Exterior Stair and Egress Repairs

- Project Description: Repair and replace water and salt damaged exterior metal stairs.
- Requested Funding Approval: \$17,000
- Budget Breakdown: Renovation/Repairs
- Revenue Source(s): 751 Fund





Date: September 5-6, 2024

To: Board of Regents of the Regional University System of Oklahoma Facilities Stewardship Committee Chair, Amy Anne Ford

From: President Todd G. Lamb

University of Central Oklahoma

September 2024 Facilities Stewardship Committee

1. Approval Items:

a. Project #120-0033 Existing Building Renovations & Additions

Project Description: Request approval to award contracts not to exceed \$1,100,000 for the renovation of the Howell Hall auditorium. The current auditorium is a two-story space with a steep stair/slope that is not in compliance with ADA or best practices for safety. The new configuration raises the lowest level by half a story and reframes the entire seating layout. Seating capacity will drop from 90 to 75, however the new seats will have wired lecture tables. On-call construction manager, Lippert Bros. Construction will be the construction manager for the project. (Their contract was an information item at June 2024 RUSO meeting.)

Requested Funding Approval: \$1,100,000

Budget Breakdown: \$860,000 construction, \$90,000 furniture/fixed seating, \$75,000 design and engineering, \$75,000 audio/video

Vendor(s): Lippert Bros. Construction, FSB design/engineering, others TBD

Congruent with Facility Master Plan or Strategic Plan: Yes

Fund Source(s): OSRHE Appropriation for Deferred Maintenance

b. Project #120-0060 Health & Safety Projects

Project Description: Request approval to award contracts in an amount not exceed \$550,000 for the purposes of abating and replacing approximately 42,600 sqft. of asbestos containing ceiling tile at the Max Chambers Library.

The asbestos containing ceiling tile is all on the south (older) half of the building. Lippert Bros. Construction will be the construction manager for the project. (Their contract was an information item at June 2024 RUSO meeting.)

Requested Funding Approval: \$550,000

Budget Breakdown: \$515,000 abatement/construction, \$35,000 public address speakers

Vendor(s): Lippert Bros. Construction, others TBD

Congruent with Facility Master Plan or Strategic Plan: Yes

Fund Source(s): Student Facility Fee, Library Facility Fee

c. Project #120-0060 Health & Safety Projects

Project Description: Request approval to award contracts in an amount not exceed \$250,000 for the purposes of abating and replacing approximately 14,000 sqft. of asbestos containing ceiling tile at the Human Environmental Sciences building. Timberlake Construction will be the construction manager for the project. (Their contract was an information item at June 2024 RUSO meeting.)

Requested Funding Approval: \$250,000

Budget Breakdown: \$250,000 abatement and construction

Vendor(s): Timberlake Construction

Congruent with Facility Master Plan or Strategic Plan: Yes

Fund Source(s): Section 13 Offset

d. 120-1010 University Center Renovations and Improvements

Project Description: Request approval to award contracts in an amount not exceed \$240,000 for the purposes of renovating Nigh University Center 309 into the John A. Maisch Collective for the Greater Good. The space will be for open collaboration amongst students, faculty, and community members in their efforts to develop projects and ideas that help better humanity. Lippert Bros. Construction will be the construction manager for the project. (Their contract was an information item at June 2024 RUSO meeting.)

Requested Funding Approval: \$240,000

Budget Breakdown: \$155,000 construction, \$35,000 audio/video & access control, \$15,000 design, \$35,000 furniture and art work

Vendors: Lippert Bros. Construction, Studio Architects, others TBD

Congruent with Facility Master Plan or Strategic Plan: Yes

Fund Source(s): Educational & General 290, Section 13

2. Information Items:

a. Project #120-0027 Major Repairs and Deferred Maintenance

Project Description: Issued contract in the amount of \$67,901 to Johnson Controls International (JCI) for repair of the underground hydronic loop at the West Hall dormitory. JCI's contract to provide on-campus HVAC service for the university was renewed in July and they utilize GSA pricing for new project work.

Fund Source: Section 13 Offset

b. Project #120-0027 Major Repairs and Deferred Maintenance

Project Description: Issued contract in the amount of \$58,066 to Johnson Controls International (JCI) for the replacement of the two expansion tanks at the Boiler Plant. JCI's contract to provide on campus HVAC service for the university was renewed in July and they utilize GSA pricing for new project work.

Fund Source: Section 13 Offset

c. Project #120-1010 University Center Renovations

Project Description: Selected (by interview) Lingo Construction as construction manager at risk for the Nigh University Center Ballroom and Heritage Room renovation. The project was approved at June 2024 RUSO meeting. Rank order: 1.) Lingo Construction, 2.) Trinity Construction, 3.) Quad Construction, 4.) Lippert Bros. Inc., 5.) Timberlake Construction

Fund Source: Section 13

Attachment:

Campus Map

September 5 & 6, 2024

Project # 120-0027 Major Repairs and Deferred Maintenance 2.a.

Project # 120-1010 University Center Renovations & Improvements 1.d.

Project # 120-0060 Health and Safety Projects 1.b.

Project # 120-0060 Health and Safety Projects 1.c.

Project # 120-0027 Major Repairs and Deferred Maintenance 2.b.

Project # 120-0033 Existing Building Renovations & Additions 1.a.



- MAP LEGEND**
1. Art & Design Building
 2. Baptist Collegiate Ministries
 3. Baseball Field
 4. Bausher Place
 5. Betz STEM Research and Learning Center
 6. Broncho IV Apartments
 7. Broncho Lake
 8. Buddy's Lawn
 9. Business Building
 10. Center for Transformative Learning
 11. Central Gateway
 12. Central Plant
 13. CFAD Storage Building
 14. Chad Richison Stadium
 15. Chambers Library
 16. Communications Building
 17. Co-op Esports Gaming Center
 18. Coyner Health Sciences
 19. Edmond Chamber of Commerce
 20. Edmond Fire Station No. 1
 21. Education Annex Building
 22. Education Building
 23. Evans Hall
 24. Facilities Management
 25. Forensic Science Institute
 26. Gerry Pinkston Stadium
 27. Hamilton Field House
 28. Health and Physical Education Center
 29. Howell Hall
 30. Human Environmental Sciences
 31. International House
 32. Laboratory Annex Building
 33. Labyrinth
 34. Liberal Arts North Wing
 35. Liberal Arts South Wing
 36. Lillard Administration Building
 37. Math and Computer Science
 38. Melton Art Gallery
 39. Mitchell Education Center
 40. Mitchell Hall
 41. Murdaugh Hall
 42. Music Building
 43. Nigh University Center
 44. Old North
 45. Plunkett Park
 46. Police Services
 47. Power Plant
 48. President's Annex
 49. Public Safety Administration
 50. Reflection Park
 51. School of Design (future)
 52. South Central Plant
 53. Sports Performance Center Annex
 54. Sports Performance Center
 55. Tennis Courts
 56. Thatcher Hall
 57. Thompson Soccer Field
 58. Transformative Learning Quadrangle (The Quad)
 59. TRIO Training
 60. University Commons
 61. University Guest House
 62. University House
 63. University Suites
 64. VetHERO Center
 65. Wantland Hall
 66. Wellness Center
 67. West Hall
 68. Y-Chapel

Campus Map

METRO CAMPUS LOCATIONS

- 

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

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

Jazz Lab
100 E. 5th St.,
Edmond
- 

UCO Boathouse at Arcadia Lake
Arcadia Lake - Second St. and
Midwest Blvd.
- 

UCO Boathouse at Oklahoma River
732 Riversport Dr.,
Oklahoma River Boathouse District,
Downtown Oklahoma City
- 

UCO at Carnegie Centre
131 Dean A. McGee Ave.,
Downtown Oklahoma City
- 

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



TO: *Board of Regents, Regional University System of Oklahoma (RUSO)*
FROM: *Diana R. Lovell, President, Southwestern Oklahoma State University (SWOSU)*
DATE: *August 22, 2024*
RE: *SWOSU & the Southwest Intermediate Financing Team, Inc. (SWIFT)*

For over a decade now SWOSU and SWIFT have collaborated together in pursuit of one of the key responsibilities of regional universities in Oklahoma as delineated [in Chapter 3 of the Policies of the Oklahoma State Regents for Higher Education \(OSRHE\)](#); namely, the responsibility to formulate and promote “programs of economic development.”

Beginning with SWOSU’s 16th President, the late Dr. John Hays, and continuing under the administrations of SWOSU Presidents Dr. Randy Beutler and myself, the SWOSU-SWIFT relationship has helped area entrepreneurs access financing and grants while nurturing the growth of small businesses through the provision of planning tools and consultation. We are mutually dedicated to continuing this partnership moving forward.

Beginning in 2023, SWOSU and SWIFT undertook a thorough review of our relationship and how we can best continue our workforce enhancement effort together. We have formalized a [Memorandum of Understanding \(MOU\)](#) between our two organizations that sees SWOSU continue to host SWIFT as a valued partner while also substantially reducing SWOSU’s related costs.

One element of this updated relationship framework is the need for SWIFT to update its Bylaws [which it did on 4-June-2024](#). This renders null and void the previous [SWIFT Bylaws of 1-February-2012](#). However, following consultation with SWOSU, SWIFT, and RUSO legal counsel, we believe it is necessary for SWOSU to formally withdraw as the “Initial Sole Member” of SWIFT as SWOSU was termed in the superseded SWIFT Bylaws of 1-February-2012. This withdrawal requires the approval of RUSO as SWOSU’s governing board; we have prepared the attached resolution for the consideration of the Board of Regents effecting this withdrawal and ask for its adoption during the Board meeting scheduled for 6-September-2024.

Please do not hesitate to contact me at any time with questions or concerns. Thank you for your assistance.

A handwritten signature in cursive script that reads "Diana Lovell".



Whereas, the Southwest Intermediary Finance Team, Inc. (SWIFT) is an Oklahoma not for profit corporation and IRS designated 501(c)(3) entity having been incorporated on January 17, 2012; and

Whereas, pursuant to the Bylaws of SWIFT as adopted by SWIFT on February 1, 2012, the Initial Sole Member of SWIFT was Southwestern Oklahoma State University (SWOSU); and

Whereas, SWOSU has relinquished any and all rights as the Initial Sole Member of the SWIFT corporation as treated in the SWIFT Bylaws as adopted by SWIFT on February 1, 2012 as well as in any and all other documents or agreements; and

Whereas, SWIFT has adopted updated Bylaws effective June 4, 2024 which do not include SWOSU as a member in any form of the SWIFT corporation; and

Whereas, SWOSU seeks to formally relinquish any and all rights the Initial Sole Member of the SWIFT corporation as previously held; and

Whereas, the Board of Regents of The Regional University System of Oklahoma (the Board) is vested by the Oklahoma Constitution and all applicable law with the governance of the following public institutions of higher education: East Central University, Northeastern State University, Northwestern Oklahoma State University, Southeastern Oklahoma State University, Southwestern Oklahoma State University, and the University of Central Oklahoma.

Now, therefore be it resolved, that the Board ratifies SWOSU's relinquishment of any and all rights as the Initial Sole Member of the SWIFT Corporation

Approved by the Board on September 6, 2024.

Jane McDermott
Chair, Board of Regents, Regional University System of Oklahoma

OKLAHOMA Secretary of State Electronic Filing

Amended Certificate of Incorporation

Document Number 65877760002 Submit Date - 6/6/2024

The undersigned corporation, for the purpose of amending its certificate of incorporation pursuant to Title 18, Section 1077, hereby certifies:

The name of the corporation is:

SOUTHWEST INTERMEDIARY FINANCE TEAM, INC.

The duration of the corporation is:

Perpetual

The name of the registered agent and the street address of the registered office in the State of Oklahoma is:

SOUTHWEST INTERMEDIARY FINANCE TEAM, INC.

1121 N 7TH STREET

WEATHERFORD, OK 73096 USA

Additional amendments to the Certificate of Incorporation are:

The following purpose and other tax-exempt provisions of the Corporation replaces all prior articles filed on the 17th day of January, 2012:

1. The purposes for which the Corporation is formed: a) to operate exclusively for charitable purposes under §501(c)(3) of the Internal Revenue Code (hereinafter referred to as the Code) and b) to do all things and perform all acts permitted a not for profit corporation under the laws of Oklahoma in furtherance of the above purposes and within the requirements set forth under §501(c)(3) of the Code.
2. In the event of the dissolution of the Corporation, after paying or adequately providing for the debts and obligations of the Corporation, all assets shall be distributed for one or more exempt purposes within the meaning of §501(c)(3) or corresponding Section of any future federal tax code. Upon inaction or inability of the Board to adequately dispose of the assets upon dissolution, such assets shall be disposed of by a Court of Competent Jurisdiction in Custer County.
3. The Corporation does not afford pecuniary gain, incidentally or otherwise, to its members. The Corporation shall have no capital stock and shall not be authorized to issue capital stock. The Corporation is not formed for pecuniary or financial gain. No part of the net earnings of this Corporation shall inure to the benefit of, or be distributable to, its Directors or officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the Corporation.
4. The number, qualification, and manner of election of the Directors shall be provided for in the Bylaws of the Corporation. The Bylaws of the Corporation shall provide for the arrangement or conduct of the business of the Corporation, provided the same are not inconsistent with this Certificate of Incorporation nor contrary to the laws of the State of Oklahoma or the United States. The prior sole member of the Corporation relinquished all rights to the Board of Directors making the only members of the Corporation the members of the Board of Directors.
5. The Directors shall not be personally liable for the debts, liabilities, or other obligations of

the Corporation. The Directors and Officers of the Corporation shall be indemnified by the Corporation to the fullest extent permissible under the laws of Oklahoma. However, the Corporation shall make no indemnification in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expense which the court shall deem proper.

6. The Corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office, including the publishing or distribution of statements. The Corporation may elect, under §501(h) of the Code, to become subject to specific limitations on expenditures in attempts to influence legislation.

7. Should the Corporation hold endowments, the Corporation shall have the variance powers, in accordance with Treasury Regulation §1.170A-9(f)(11)(v)(B),(C), and (D), to modify any restriction or condition of any fund or the distribution thereof for any specified charitable purpose, if, in the sole judgment of the governing board of the Corporation (without the approval of any custodian, or agent), such restriction or condition becomes ineffective, unnecessary, incapable of fulfillment, or inconsistent with the charitable intent of the Corporation.

8. In any taxable year in which the Corporation has been found by the Internal Revenue Service to be a private foundation a

At a meeting of the governing body of said corporation, a resolution was duly adopted setting forth the foregoing proposed amendment(s) to the certificate of incorporation of said corporation, declaring said amendment(s) to be advisable and calling a meeting of the members for consideration thereof.

Pursuant to such call and to due written notice given to each member, a meeting was held, at which meeting the necessary number of members as required by the certificate of incorporation of said corporation voted in favor of the amendment(s).

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 6th day of June, 2024 by :

I hereby certify that the information provided on this form is true and correct to the best of my knowledge and by attaching the signature I agree and understand that the typed electronic signature shall have the same legal effect as an original signature and is being accepted as my original signature pursuant to the Oklahoma Uniform Electronic Transactions Act, Title 12A Okla. Statutes Section 15-101, et seq.

Signature:

DENNIS KRUEGER

BEVERLY HIGHT

Title:

CHAIR

VICE CHAIR

[End Of Image]

OFFICE OF THE SECRETARY OF STATE



**AMENDED NOT FOR PROFIT
CERTIFICATE OF INCORPORATION**

WHEREAS, the Amended Not For Profit Certificate of Incorporation of

SOUTHWEST INTERMEDIARY FINANCE TEAM, INC.

has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



*Filed in the city of Oklahoma City this
6th day of June, 2024.*

A handwritten signature in black ink, appearing to read "J. L. C. H.", is written over a horizontal line.

Secretary of State

**AMENDED AND RESTATED
BYLAWS**

OF

**Southwest Intermediary Finance
Team, Inc.**

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1. The Corporation

1.1. Name

The Name of the not-for-profit corporation is the Southwest Intermediary Finance Team, Inc. (hereinafter referred to as the “Corporation”).

1.2. Purpose

The purpose of the Corporation shall be as follows:

- a. To re-lend United States Department of Agriculture (USDA) and other funds provided by units or instrumentalities of federal, state, county, or local governments and by non-governmental, charitable, educational, or economic development organizations through grants or loans to the Corporation for the creation of jobs and the resulting economic benefits which will be equally available to the poor, distressed and the underprivileged; which will lessen the burdens of government, and which will combat the deterioration communities in Oklahoma; and,
- b. To provide experiential learning and educational opportunities to students enrolled at accredited public institutions of common, secondary, higher, and/or career technology education.

1.3. Tax-Exempt Status

The Corporation shall operate for charitable and educational purposes as an entity described in Section 501(c)(3) and Section 170(b)(1)(A)(vi) of the Internal Revenue Code (“the Code”).

1.4. Corporate Authority

The Corporation may do all things and perform all acts permitted a not-for-profit corporation under Oklahoma law, within the purpose set forth in Section 1.2.

1.5. Tax Year

The Tax Year of the Corporation shall be a Calendar Year.

1.6. Location

- a. **Principal Office.** The Corporation shall locate its Principal Office in Weatherford, Oklahoma. The Corporation may change the Principal Office from one location to another with notification to both the Internal Revenue Service and the Oklahoma Secretary of State.
- b. **Registered Agent and Registered Office.** The Registered Agent and Registered Office of the corporation shall be located in Oklahoma and may be identical to, or differing from, the Principal Office. The Registered Agent and/or the Registered Office may be changed by filing a Change of Registered Agent with the Oklahoma Secretary of State.
- c. **Other Offices.** The Corporation may have other offices, as determined by a Vote of the Board.

2. Definitions

2.1. Board

“Board” means the Board of Directors of the Corporation in their capacity as the governing body of the Corporation, which is comprised of those Directors elected in accordance with Section 3.6.

2.2. Director

“Director” means an individual who has been elected to the Corporation’s Board of Directors in accordance with Section 3.6 and who is currently serving on the Board of Directors.

2.3. Officer

“Officer” means an individual who has been elected to the Corporation’s Board of Directors in accordance with Section 3.6 and who has been subsequently elected to an Officer position listed in Section 5.1 pursuant to Section 5.4.

2.4. Executive Director

“Executive Director” means the person appointed by the Board as the CEO of the Corporation but is not a member of the Board. The Executive Director may use the title of “President” when acting in the capacity of the Chief Executive Officer of the Corporation.

2.5. Vote of the Board/Board Vote

“Vote of the Board” and/or “Board Vote” means a majority vote of the Directors present and voting at any meeting of the Board where a Quorum is present and certified, whether such meeting is held in person or electronically. Board actions and elections are transacted by a Vote of the Board unless otherwise provided by these Bylaws.

2.6. Quorum

“Quorum” means a majority of Directors serving on the Board of Directors, unless otherwise provided by these Bylaws.

2.7. Executive Committee

“Executive Committee” means the Executive Committee set forth in the *Governance Manual* of the Corporation.

2.8. Governance Committee

“Governance Committee” means the Governance Committee set forth in the *Governance Manual* of the Corporation.

3. Board of Directors

3.1. Board Authority

The Board shall have all powers and authority which may be granted to a Board of a not-for-profit corporation under the laws of Oklahoma, within the purpose set forth in Section 1.2.

3.2. Board Composition

The Board shall consist of not less than five (5) and not more than nine (9) Directors. The Board may increase or decrease the number of Directors, in accordance with the range specified above, by a Vote of the Board at any meeting of the Board.

A Director must be at least twenty-one (21) years of age. Only one (1) member of any one (1) family related by blood or marriage, only one (1) member residing within a household, and only one (1)

owner or investor of any one (1) company may be a Director at any given point in time. In addition, an employee, if any, of the Corporation may not serve as an Officer or Director of the Board.

3.3. Compensation

Directors shall serve without compensation. Directors may be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their duties.

3.4. Duties

The duties of the Directors include the following:

- a. Exercise a duty of obedience to the Corporation's central purpose in guiding all decisions;
- b. Exercise due care and act in good faith in all dealings and interests with the Corporation;
- c. Exercise a duty of loyalty to the Corporation by avoiding and/or managing conflicts of interest;
- d. Ensure each Director executes and completes an annual *Board Agreement and Conflicts Questionnaire*;
- e. Approve and periodically review, or authorize an appropriate committee to do so, the *Governance Manual, Financial Operations Manual*, and other manuals and/or policies adopted by the Board;
- f. Maintain a record of all approved policies and contemporaneous minutes and records of all meetings of the Board or committees with Board delegated duties or authority;
- g. Approve the annual budget and oversee the financial administration of the Corporation;
- h. Review Form 990 tax return prior to submission to the IRS or authorize an appropriate committee to perform such duty;
- i. Review and approve all material contractual agreements or authorize an Officer or Executive Director to approve and execute such agreements in accordance with the *Financial Operations Manual*;
- j. Ensure adequate separation of duties are followed in all areas of financial management and disbursement of funds;
- k. Fill the position of the Executive Director as needed, perform annual evaluations, and establish the qualifications, description of duties, and general scope of authority related to such position or utilize a committee to perform such duties;
- l. Ensure the date and terms of compensation arrangements of the Executive Director, if any, are recorded in writing and maintained with the information on which the board based its decision; and,
- m. Perform such other duties as prescribed by the Board.

3.5. Term of Office and Term Limits

A Director shall serve a term for a period of three (3) years. Terms shall be rotated to allow for approximately one-third (1/3) of the Directors to be up for election each year. Any Director may serve three (3) consecutive terms. Any Director who has served the consecutive terms allowed or has resigned may be eligible for re-election as a Director after a period of one (1) year. However, no Director may serve more than six (6) terms. Upon resignation, removal, or vacancy of a Director, the elected successor shall serve the remainder of the term. Any partial term shall not be considered as a full term when determining term limits. Furthermore, service prior to the adoption of these Bylaws shall not count toward term limits.

3.6. Elections

- a. Nomination of Directors. The Governance Committee may prepare a slate of candidates in accordance with the *Governance Committee Charter* set forth in the *Governance Manual*. Nominations may be made to the Governance Committee a minimum of ten (10) days prior to an election. Nominations must be made with the prior consent of the nominee. Should the Governance Committee not prepare a slate of candidates, any Officer of the Board may make nominations from the floor at a meeting where an election is to take place.
- b. Election of Directors. Elections shall be determined by a Vote of the Board. Elections shall be conducted annually in the Fourth Quarter of the Calendar Year to allow the newly elected Directors to begin on the first day of the First Quarter of the following Calendar Year. If the slate is not approved, the Board, by a Vote of the Board, may call for a vote on each slated candidate. Each slated candidate receiving a majority of the votes cast shall become a Director.

The Board may request the Governance Committee to provide an additional slate of candidates should a Director position(s) remain open. Additional elections may take place at any regularly or specially called meeting of the Board.

3.7. Attendance, Removal, or Resignation

Due to Quorum requirements, any Director who misses three (3) consecutive meetings shall be deemed to have resigned as a member of the Board and cease to be a member thereof on the date of the third absence. The Director may request in writing to be reinstated by a Vote of the Board at the meeting following the resignation.

A Director may be removed at any time, with or without cause, by a Vote of the Board at any regular or specially called meeting of the Board.

Any Director may resign at any time by giving written or verifiable electronic notice to the Chair or to the Secretary. Any resignation shall take effect upon receipt or at the time specified in the notice and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. No Director may resign if the Corporation would then be left without a duly elected Director or Directors in charge of its affairs, except upon notice to the Oklahoma Secretary of State and to the Internal Revenue Service.

3.8. Vacancies

The Governance Committee may present to the Board candidates for vacancies resulting from term limits, resignation, removal, or newly created Directorships. Directors may be elected for such vacancies or newly created Directorships by a Vote of the Board at any regularly or specially called meeting of the Board. Should the Governance Committee not present candidates, any Officer of the Board may make nominations from the floor at a meeting where an election is to take place.

If due to such vacancies, the number of Directors is fewer than five (5) as stated in Section 3.2, the Board must act to elect Directors to fill such vacancies by a Vote of the Board. Those elected by the Board shall assume their positions for the duration of the unexpired term.

4. Meetings of the Board

4.1. Meetings and Notice

- a. **Regular Meetings.** There shall be a minimum of four (4) regular meetings of the Board and the Board will strive to have at least one (1) regular meeting in each quarter of the Calendar Year. Board meetings may be held at such time and place as shall be determined by the Chair, or as determined by a Board Vote.

Any regular meeting of the Board will require no notice if the date, time, and location of such meeting were previously determined by the Board and distributed to the Directors. Directors not in attendance at the meeting setting forth the dates shall be given the dates, time, and location of such meetings no later than ten (10) business days following the meeting. For any regular meeting where the date, time, and location were not previously determined, notice shall be sent to the Directors at least ten (10) days, but not more than sixty (60) days, prior to the holding of the meeting.

- b. **Special Meetings.** Special meetings of the Board for any purpose(s) may be called at any time by the Chair or by any three (3) Directors. No business shall be considered at any special meeting other than the purpose(s) mentioned in the notice of the meeting given to each Director. Special meetings of the Board may be held at such time and place as shall be determined by the Chair or as determined by a Board Vote.

For any special meeting, notice shall be sent to the Directors not less than two (2) days, but not more than thirty (30) days, prior to the holding of the meeting.

- c. **Electronic Meetings.** Meetings may take place via any form of electronic medium, including video conferencing or teleconferencing. The Board may vote by voice, email, or other electronic medium during electronic meetings. The Chair or any two (2) Directors may call for an electronic vote rather than a vote by voice. For electronic voting to represent an action of the Board, all of the following conditions must be met:

- i. All Directors must have access to the motion or resolution and the ability to vote electronically;
- ii. The motion or resolution(s) shall set forth the proposed action(s) and provide for a vote for or against each proposed action;
- iii. A majority of the total number of Directors must vote;
- iv. Notice shall be given with the motion or resolution at a minimum of twenty-four (24) hours prior to the closing of any voting;
- v. The written votes must be received within the voting period established with the motion or resolution which shall not be less than twenty-four (24) hours;
- vi. Receipt of a written vote shall be acknowledged by an Officer or designee in the manner in which the voting took place, such as email;
- vii. A vote(s) must be submitted by a Director and signed, electronically or otherwise, by such Director;
- viii. Reasonable measures must be taken to verify that each vote cast was from a Director;
- ix. All votes shall be disclosed to the Board promptly following the vote; and,

- x. All results must be memorialized in the minutes of the following meeting and maintained with the corporate records.

For any electronic meeting, notice shall be sent to the Directors with the motion or resolution and shall not be less than twenty-four (24) hours prior to the voting deadline.

- d. Emergency Meetings. An emergency meeting may be called by the Chair, or by any two (2) Directors if there are circumstances that could not have been reasonably foreseen which require immediate attention and possible action by the Board, and which of necessity make it impracticable to provide notice.

In the event of an emergency meeting, the Board will exercise its best efforts to provide notice to the Directors of the time and nature of the meeting, whether in person, via teleconference, or via an electronic medium as soon as reasonably possible under the circumstances. In the event of an electronic emergency meeting, the Board shall follow the requirements of Section 4.1.c.

- e. Form of Notice. Directors must provide the Corporation with an electronic address to receive notice via electronic transmission and any notice of meetings sent to them at such address is valid notices thereof.

If a Director does not receive notice of a meeting but attends the meeting, they shall be deemed to have waived notice of the meeting, unless the Director objects at the beginning of the meeting that notice of the meeting was not valid.

- f. Action Taken without Notice of a Meeting. Any action required or permitted to be taken at any meeting of the Board, or of any committee thereof may be taken without a meeting if a two thirds (2/3rds) majority of the total number of Directors of the Board or Committee, as the case may be, consent thereto in writing or by electronic transmission, and the writings or electronic transmissions are filed with the minutes of proceedings of the Board or committee; and the filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

4.2. Quorum

At all meetings of the Board, a Quorum shall consist of a majority of the total number of Directors. A Director must be present to be counted for purposes of a Quorum and to meet the attendance requirements. Directors will be deemed present if such Director can communicate with all Directors participating in the meeting. Any Director with a conflict of interest shall be counted for the purposes of determining a Quorum but must follow the *Conflict of Interest Policy*.

In the absence of a Quorum, a majority of the Directors in attendance may vote to adjourn the meeting to another place, date, or time. Notice of any meeting adjourned and rescheduled in this manner shall be given as set forth in Section 4.1.

4.3. Procedures

Meetings of the Board shall be conducted in an orderly manner under the direction of the Chair. Conflicts in procedures shall be resolved in accordance with the current edition of *Robert's Rules of Order* as a procedural guide unless determined otherwise in these Bylaws, written policy, or state law.

4.4. Voting

Each Director shall have one (1) vote. A majority of the votes cast by Directors present at a meeting where a Quorum is established shall be deemed an action of the Board, except when the law or these Bylaws require otherwise. Proxies may not be used. In the case of a tie, the motion will fail.

The *Conflict of Interest Policy*, as adopted by the Board, will apply to Directors when voting on issues in which a Director may have a financial interest, even if such interest is only a perceived interest.

5. Officers of the Board

5.1. Composition

Officers of the Board must be previously elected to the Board of Directors in accordance with Section 3.6. Board Officer positions are a Chair, a Vice-Chair, a Secretary, a Treasurer, and a Governance Chair.

An Officer is also a Director and therefore is subject to all the duties and rights of Directors.

5.2. Officer Duties

a. Chair. The Chair, or designee, shall have the following duties:

- i. Act as the Principal Officer of the Corporation, subject to the control of the Board;
- ii. Have general supervision and direction of the duties of the Board;
- iii. Set the meeting agendas or aid the Executive Director, if any, in setting meeting agendas and with correspondence and ballots with the Board;
- iv. Preside at all meetings of the Board unless determined otherwise by the Board;
- v. Report or cause to be reported the operations of the Corporation's affairs at Board meetings;
- vi. Report or cause to be reported to the Board all such matters coming to their attention and relating to the interest of the Board;
- vii. Have such other powers and duties as may be prescribed by the Board or these Bylaws; and,
- viii. Perform or delegate all mandatory duties of any vacant Officer Position.

b. Vice-Chair. The Vice-Chair shall have the following duties:

- i. In the absence or disability of the Chair, perform all the duties of the Chair and, when so acting, shall have all the powers of, and be subject to all the restrictions upon the Chair; and,
- ii. Have such other powers and duties as may be prescribed by the Board or these Bylaws.
- iii. The Office of Vice- Chair may be combined with the Office of Secretary or the Officer of Treasurer

c. Secretary. The Secretary, or designee, shall have the following duties:

- i. Cause notice of all meetings of the Board to be given as required by these Bylaws or by law;
- ii. Keep a book of minutes of all meetings of the Board with the time and place of holding, whether annual, regular or special, and, if special, how authorized, the notice given, the names of those present at the meetings, the number present or represented at meetings, the proceedings thereof and, verification of those present via electronic transmission;
- iii. Sign the minutes of the meetings and ensure such minutes are available for approval at the following meeting of the Board;
- iv. Make available at all reasonable times, upon the request of a Director, these Bylaws, and the minutes of the meetings of the Board;
- v. Keep at the Principal Office all documents required for public inspection by the Internal Revenue Service;
- vi. Keep a record of the names of Directors and Officers with the addresses at which such individuals/entities are to receive notice; and,
- vii. Have such other powers and duties as may be prescribed by the Board or these Bylaws.
- viii. The Office of the Secretary may be combined with the Office of the Treasurer.

d. Treasurer. The Treasurer, or designee, shall have the following duties:

- i. Keep and maintain adequate and correct inventories of Corporate assets and financial records of the Corporation;
- ii. Provide financial information upon request by any Director during normal business hours;
- iii. Provide a report of the Corporation's financial affairs at meetings of the Board and/or when requested by any Director;
- iv. Ensure appropriate oversight and implementation of the financial policies and procedures; and,
- v. Have such other powers and duties as may be prescribed by the Board or these Bylaws.
- vi. The Office of the Treasurer may be combined with the Office of the Secretary.

e. Governance Chair. The Governance Chair, or designee, shall have the following duties:

- i. Act as the Chair of the Governance Committee;
- ii. Ensure the Board Governance Committee fulfills the duties set forth in the *Governance Committee Charter* found in the *Governance Manual*; and,
- iii. Have such other powers and duties as may be prescribed by the Board or these Bylaws.
- iv. The Office of the Governance Chair may be combined with another Officer Position.

f. Delegation of Duties. In case of the absence or disability of any Officer of the Corporation or for any other reason that the Board may deem sufficient, the Board may, by a vote, delegate the powers or duties of such Officer to any other Officer or Director with such power of delegation valid for the remainder of the term or until the next election.

5.3. Term of Office and Term Limits

Officers shall serve for a one (1) year term or until the next succeeding election of Officers. An Office may not be held by the same Director for more than three (3) consecutive terms.

Upon resignation, removal, or vacancy of an Officer, the respective successor, as determined by the Board, shall serve the remainder of the term. Any partial term shall not be considered as a full term when determining term limits.

5.4.Election

- a. Nomination of Officers. The Governance Committee shall prepare a slate of candidates in accordance with Section the *Governance Committee Charter* found in the *Governance Manual*. The Governance Committee may receive nominations in accordance with Section 3.6.
- b. Election of Officers. Elections shall be determined by a Vote of the Board. Elections shall be conducted annually in the Fourth Quarter of the Calendar Year to allow the newly elected Officers to begin on the first day of the First Quarter of the following Calendar Year.

If the slate is not approved, the Board, by a Vote of the Board, may call for a vote on each slated Officer candidate. Each slated candidate receiving a majority of the votes cast shall become an Officer for the relevant office.

The Board may request the Governance Committee to provide an additional slate of candidates should an Officer position(s) remain open. Additional elections may take place at any regularly or specially called meeting of the Board.

5.5.Removal and Resignation

An Officer may be removed from office at any time, with or without cause, by a Vote of the Board at any regular or specially called meeting of the Board.

Any Officer may resign at any time by giving written or verifiable electronic notice to the Chair or to the Secretary. Any resignation shall take effect upon receipt or at the time specified in the notice and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.6.Vacancies

A vacancy in the office of the Chair shall be filled by the Vice-Chair unless determined otherwise by the Board.

A vacancy in any office other than that of the Chair shall be filled by an election whereby the Governance Committee shall nominate candidates and the Board shall vote to fill such vacancies.

Vacancies occurring in Officers appointed at the discretion of the Board may or may not be filled as determined by the Board. Should Officer positions not be filled, the Chair shall determine which Officer positions will be combined until all Officer positions may be filled.

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6. Committees of the Board

6.1. Committees in General

- a. Creation. The Board shall have the power to create, revoke, or modify any committee or task force deemed necessary. The Board as a whole may act as any Committee until the Board selects Committee Chairs and Committee Members as set forth below.

Standing Committees including the Governance Committee and the Finance Committee and their respective Committee Charters, if any, may be found in the *Governance Manual*. The *Governance Manual* may provide for additional committee requirements and duties for Directors.

- b. Composition. A Director as determined by the Board shall serve as the Chair of each Committee and members of each Committee will be selected by the Board. Each Standing Committee shall include a minimum of three (3) members with a minimum of one (1) member being a Director. Therefore, non-board members may serve as Committee Members at the approval of the Board. Furthermore, the Chair and Vice-Chair may sit on each Committee as a non-voting, ex-officio member unless determined otherwise by the Board.
- c. Reporting of Committee Actions and Authority. All Committees shall report to the Board as the Board may require. The Board may also adopt rules and regulations pertaining to the conduct of meetings of Committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws.

Should the Board vote to delegate any of its powers to a committee:

- i. Only the Directors who sit on such committee may vote;
 - ii. There must be at least two (2) Directors on such committee;
 - iii. A quorum of the Committee shall be a majority of the Directors sitting on the Committee;
 - iv. The Committee shall keep contemporaneous minutes of such committee meetings and file such minutes with the corporate records;
 - v. Report all actions to the Board; and,
 - vi. Report such authority on the tax return Form 990.
- d. Notice of Committee Meetings. Committees shall provide a minimum of twenty-four (24) hours' notice to all Committee members. If a Committee member does not receive notice of a Committee meeting but attends the Committee meeting, they shall be deemed to have received notice of the Committee meeting unless the purpose of attending the meeting is to dispute having the meeting due to inadequate notice. Notice of such Committee meetings may be given verbally or via electronic transmission. Committees with Board-delegated powers shall provide notice of Committee meetings in accordance with Section 4.1 of the Bylaws.

6.2 Advisory Committees

The Board may provide for one or more Advisory Committees consisting of individuals with extended service, contacts, and/or expertise to aid the Corporation or who work within areas or fields deemed appropriate to further the mission of the Corporation. Advisory Committee Members shall be selected, and/or removed with or without cause, by a majority vote of a quorum of the Board.

Such Advisory Committee Members shall not have voting rights, be considered as members of the Corporation, be entitled to any other benefit provided to Directors, or be subject to term limitations or meeting requirements of Directors as set forth in the Bylaws. The Board may provide additional policies to establish the duties and/or benefits of one or more levels of Advisory Committees.

7. Staff

7.1 Employment

The Corporation may hire an Executive Director and/or utilize contract service providers to fulfill its personnel and service needs. The Board may fill such positions, or leave such positions vacant, in a manner as determined by the Board. Should the Board hire an employee, the Board may utilize a committee to perform annual evaluations and establish the qualifications, description of duties, and general scope of authority related to said position. In addition, the Board will ensure the date and terms of compensation arrangements of the staff are recorded in writing and maintained with the information on which the Board based its decision. The Board may allow the position of the staff to remain unfilled for a period of time as determined by the needs of the Corporation.

7.2. Duties

The Executive Director, if any, shall manage the day-to-day operations and business of the Corporation. The Executive Director shall perform management duties pursuant to a job description, including but not limited to the hiring/firing of staff and performance evaluations of staff. The Board may change the job description to increase or decrease the responsibilities of the Executive Director. The Board may not delegate any duties of the Board as set forth in Section 3.4.

7.3. Separation of Duties

The Officers of the Board are set forth in Section 5.1. The Executive Director or other employees may be Officers of the Corporation but shall not hold any Officer or Director position on the Board of the Corporation.

8. Members

8.1. Membership

The Corporation is not a membership Corporation and has not had voting members in the past. Where required the "Directors" of the Board of Directors shall be the only voting members of the Corporation.

8.2. Supporting Members

The Board may establish criteria for supporting members of the Corporation to allow individuals and entities to support the Corporation in a variety of ways. Supporting members shall not have voting rights or other benefits or privileges granted to the Directors acting in their capacity as Members of the Corporation in these Bylaws or the Certificate of Incorporation.

9. Bylaws Amendments

These Bylaws may be amended, altered, changed, or repealed by the affirmative vote of two-thirds (2/3) of the Directors at any meeting of the Board where a Quorum is present if notice of the proposed amendment, alteration, change, or repeal was given at least five (5) days prior to the meeting at which the amendment is acted upon.

In addition, such proposed amendment, alteration, change, or repeal may be further amended as determined by the Board without prior notice.

10. Bylaws Construction and Terms

These Bylaws replace all prior bylaws. Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected by such holding. All references in these Bylaws to a section or sections of the Code shall be to such sections of the Code as be amended from time to time, or to corresponding provisions of any future federal tax code.

Should there be any conflict between the provisions of these Bylaws and any internal policies and procedures, the provisions of these Bylaws shall govern. However, internal policies and procedures approved by the Board may allow for additional or more stringent requirements to be placed on the Directors, Officers, Members, and/or committee members.


Should there be any conflict between the provisions of these Bylaws and the Certificate of Incorporation of the Corporation, the provision of the Certificate of Incorporation shall govern.

Certification

THESE AMENDED AND RESTATED BYLAWS OF SOUTHWEST INTERMEDIARY FINANCE TEAM, INC. ARE ADOPTED this 4th day of June 2024.



Dennis Krueger, Chair



Beverly Hight, Vice-Chair

Southwestern Oklahoma State University relinquished its rights as a Sole Member to the Board of Directors of Southwestern Intermediary Finance Team, Inc. on the ___ day of _____, 2024.

Amended Certificate of Incorporation TO BE FILED ONLINE BY NPS

Name: Southwest Intermediary Finance Team, Inc.

Registered Agent: Southwest Intermediary Finance Team, Inc.

Registered Office: 1121 N 7th St, Weatherford, OK 73096

Duration: Perpetual

Articles:

The following purpose and other tax-exempt provisions of the Corporation replace all prior articles filed the 17th day of January, 2012:

1. The purposes for which the Corporation is formed: a) to operate exclusively for charitable purposes under §501(c)(3) of the Internal Revenue Code (hereinafter referred to as the Code) and b) to do all things and perform all acts permitted a not for profit corporation under the laws of Oklahoma in furtherance of the above purposes and within the requirements set forth under §501(c)(3) of the Code.
2. In the event of the dissolution of the Corporation, after paying or adequately providing for the debts and obligations of the Corporation, all assets shall be distributed for one or more exempt purposes within the meaning of §501(c)(3) or corresponding Section of any future federal tax code. Upon inaction or inability of the Board to adequately dispose of the assets upon dissolution, such assets shall be disposed of by a Court of Competent Jurisdiction in Custer County.
3. The Corporation does not afford pecuniary gain, incidentally or otherwise, to its members. The Corporation shall have no capital stock and shall not be authorized to issue capital stock. The Corporation is not formed for pecuniary or financial gain. No part of the net earnings of this Corporation shall inure to the benefit of, or be distributable to, its Directors or officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the Corporation.
4. The number, qualification, and manner of election of the Directors shall be provided for in the Bylaws of the Corporation. The Bylaws of the Corporation shall provide for the arrangement or conduct of the business of the Corporation, provided the same are not inconsistent with this Certificate of Incorporation nor contrary to the laws of the State of Oklahoma or the United States. The prior sole member of the Corporation relinquished all rights to the Board of Directors making the only members of the Corporation the members of the Board of Directors.
5. The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation. The Directors and Officers of the Corporation shall be indemnified by

the Corporation to the fullest extent permissible under the laws of Oklahoma. However, the Corporation shall make no indemnification in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expense which the court shall deem proper.

6. The Corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office, including the publishing or distribution of statements. The Corporation may elect, under §501(h) of the Code, to become subject to specific limitations on expenditures in attempts to influence legislation.
7. Should the Corporation hold endowments, the Corporation shall have the variance powers, in accordance with Treasury Regulation §1.170A-9(f)(11)(v)(B),(C), and (D), to modify any restriction or condition of any fund or the distribution thereof for any specified charitable purpose, if, in the sole judgment of the governing board of the Corporation (without the approval of any custodian, or agent), such restriction or condition becomes ineffective, unnecessary, incapable of fulfillment, or inconsistent with the charitable intent of the Corporation.
8. In any taxable year in which the Corporation has been found by the Internal Revenue Service to be a private foundation as described in Section 509(a), the Corporation will operate in accordance with §§ 4942, 4921(d), 4943(c), 4944, and 4945(d) of the Code.

Once approved by the Board, I will file this document online and sign for the following:

Dennis Kueger, Chair

Suzette Light, Secretary

Vice Chair



MEMORANDUM OF UNDERSTANDING

1. PREAMBLE

This Memorandum of Understanding, hereinafter referred to as “MOU,” is entered into between Southwestern Oklahoma State University, hereinafter referred to as “SWOSU,” a public institution of higher education created and authorized by 70 O.S. 1981, Section 3514, and the Southwest Intermediate Financing Team, hereinafter referred to as “SWIFT,” an Oklahoma not-for-profit corporation and 501 (c) 3 entity as designated by the Internal Revenue Service, hereinafter referred to as “IRS.”

2. RECITALS

WHEREAS, the State of Oklahoma has articulated in Chapter Three of the Policies of the Oklahoma State Regents for Higher Education that the responsibilities of SWOSU and other regional universities include “responsibility for programs of regional economic development;” and,

WHEREAS, SWOSU and SWIFT, hereinafter referred to collectively as “the Parties,” have an established history of productive cooperation in working together to further economic and workforce development, job creation, local entrepreneurship, and support for local and regional businesses and enterprises; and,

WHEREAS, SWOSU provides personnel and operational support to SWIFT via SWOSU’s Timothy T. Day Business Enterprise Center, hereinafter referred to as “Day BEC;” and,

WHEREAS, the Parties desire to define the duties of the Parties with respect to their common objective.

3. OBLIGATIONS

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The term of this Agreement shall be for 1-July-2023 to 31-December-2024.
- B. Day BEC employees shall conduct and operate the activities of SWIFT in addition to their functions as employees of SWOSU.
- C. To assist with the costs of facilities operation and administrative services, SWIFT shall provide funding to SWOSU in the amount of \$30,000.00, invoiced by SWOSU at \$2,500.00 per month.
- D. To assist with the costs of personnel and employees, SWIFT shall provide funding to SWOSU in the amount of \$202,767.00, invoiced by SWOSU at \$16,897.00 per month.
- E. SWIFT shall directly pay all travel expenses and other costs incurred by Day BEC employees in connection with rendering services that are solely related to the functions and operations of SWIFT with said travel expenses and other costs treated in this provision not being paid through SWOSU's accounting and disbursement systems.
- F. SWOSU shall allocate the SWIFT funding provided to SWOSU as treated in Provision 3-C of this MOU as follows:
 - a. \$51,516.00 to the Research Analyst/Grant Writer, Day BEC, bringing the total SWOSU salary for this position to \$104,100.00;
 - b. \$36,084.00 to the Business Development Specialist, Day BEC, bringing the total SWOSU salary for this position to \$83,508.00;
 - c. \$16,000.00 to the Research Analyst, Day BEC, bringing the total SWOSU salary for this position to \$64,373.00;

- d. \$34,167.00 to the Director, Day BEC, bringing the total SWOSU salary for this position to \$124,940; and,
- e. \$65,000.00 for fringe benefits for the employees of Day BEC as treated in Provision F of this MOU.

G. Further, the Parties affirm and agree that:

- a. The SWIFT Board of Directors shall guide and direct Day BEC employees regarding those activities and operations that are solely related to the functions and operations of SWIFT.
 - i. To provide for transparency and to equip the Parties in sound joint decision-making regarding funding support levels provided to SWIFT by SWOSU, the following information shall be provided by SWIFT to SWOSU on a biannual, being every sixth month, basis, or as requested by SWOSU:
 - 1. A report detailing the allocation and availability of all funds received by and/or administered by SWIFT that could be classified as “indirect costs” and/or “administrative expenses” and/or “unrestricted funds” and/or any such funds as might be considered by SWIFT and by SWOSU to be potentially utilized in the formulation of their planned joint funding of SWIFT.
 - ii. Upon request by SWOSU, SWIFT shall provide in a reasonable, timely manner to SWOSU detailed reporting regarding the following:
 - 1. SWIFT’s annual external audit;
 - 2. SWIFT’s internal financial controls and procedures;
 - 3. SWIFT’s review and approval of all SWIFT-related expense reimbursements to Day BEC employees; and,
 - 4. Other information as requested by SWOSU.
- b. SWOSU shall guide and direct Day BEC employees regarding those activities and operations that are solely related to the functions and operations of the Day BEC.

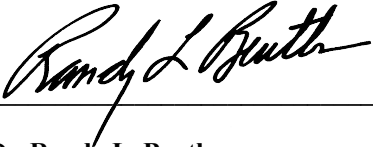
- c. The compensation levels for Day BEC employees as treated in Provision F of this MOU shall be subject to modification only if approved by SWOSU. Any such modification shall be articulated in the form of an amendment to this MOU.
 - i. Any matters related to salaries, benefits, bonuses, and other compensation or employment benefits of Day BEC employees paid or offered by SWIFT, whether directly or as a subsidy payment to SWOSU, shall be addressed by the SWIFT Board of Directors only after consulting with the President of SWOSU or his/her designee.
 - ii. SWOSU shall not consider any request for modification of the compensation levels for Day BEC employees as treated in Provision F of this MOU without said request being expressly authorized by the SWIFT Board of Directors via a documented vote of the SWIFT Board of Directors.
- d. The Day BEC employees are SWOSU employees who are provided to SWIFT for a defined term and scope pursuant to this MOU.
 - i. Accordingly, the Parties agree and affirm that the Day BEC employees are subject to supervision, reassignment, and/or termination solely by SWOSU.
 - 1. Any other matters related to the performance and/or conduct of Day BEC employees in connection with those activities and operations that are solely related to the functions and operations of SWIFT shall be addressed by the SWIFT Board of Directors, and the SWIFT Board of Directors must promptly inform the President of SWOSU or his/her designee of any such matters material to SWOSU.
 - 2. Any matters related to the performance and/or conduct of Day BEC employees in connection with those activities and operations that are solely related to the functions and operations of the Day BEC shall be addressed by the President of SWOSU and/or his/her designee(s).

3. In the event of the end of SWOSU employment of any one or more positions/employees during the term of this Agreement, SWIFT's obligation to contribute towards the compensation for that position will terminate. The parties agree to cooperate in negotiating the compensation package for any replacement personnel.
- e. The Parties, represented by the SWIFT Board of Directors and the President of SWOSU and/or his/her designee(s), shall conduct a regular review of this MOU and the relationship between SWOSU and SWIFT; said review shall address the following areas:
 - i. Governance, including but not limited to the functions and relations between the SWOSU administration and the SWIFT Board of Directors;
 - ii. Personnel, including but not limited to Day BEC employee matters;
 - iii. Facilities, including but not limited to the operation and maintenance of the Day BEC facilities;
 - iv. Funding, including but not limited to the levels of funding provided by SWOSU and by SWIFT; and,
 - v. Other areas as agreed upon by the Parties.
 - f. The Parties agree and affirm that the Day BEC facilities are the property of SWOSU. Accordingly, the Day BEC facilities shall be considered provided to SWIFT for its use for a defined term and scope pursuant to this MOU and at the discretion of SWOSU.
 - g. SWOSU and SWIFT are separate legal entities and therefore shall retain separate identities. Neither SWOSU nor SWIFT shall have the authority to encumber or control the other in any way. The Parties shall make best efforts to distinguish in all promotional and advertising communications the distinction between SWOSU and SWIFT and where appropriate the distinct role and responsibility of each party.
 - h. The Parties agree to coordinate and communicate regarding any events or promotional activities that would bring mutually beneficial public attention to SWIFT and/or SWOSU

including engagements with elected and/or appointed officials or community outreach activities.

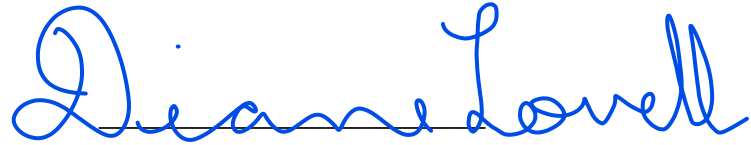
- i. As the owner of the property known as the SWOSU campus, SWOSU assumes all liability for the operation of its facilities unless otherwise noted in a separate written instrument.
- j. This MOU shall supersede all previous agreements made between SWOSU and SWIFT shall be in full force and effect from this date of execution by SWOSU and SWIFT and shall continue for the period of 1-July-2023 to 30-June-2024.
- k. Each Party, being SWOSU and SWIFT, respectively, shall have the right to terminate this MOU by giving the other party written notice of its election to cancel not less than 60 (sixty) days before the effective date of cancellation.
- l. This MOU, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this MOU, or the negotiation, execution or performance of this MOU (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this MOU or as an inducement to enter into this MOU), shall be governed by, and enforced in accordance with, the internal laws of the State of Oklahoma, including its statutes of limitations. The courts of Custer County, Oklahoma or the Western District of Oklahoma will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this MOU. A determination that any section or subpart of this MOU is invalid or unenforceable shall not affect the balance of this MOU, which shall remain in full force and effect. This MOU shall be binding upon and shall inure to the benefit of the successors and assignees of SWOSU and SWIFT.
- m. The Parties agree to work in good faith towards the implementation of all provisions herein.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed the day and year first written above.



Dr. Randy L. Beutler

Chair, SWIFT Board of Directors



Dr. Diana R. Lovell

President, SWOSU

BYLAWS

OF

SOUTHWEST INTERMEDIARY FINANCE TEAM, INC.

(An Oklahoma Not For Profit Corporation)

(As Adopted February 1, 2012)

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(an Oklahoma Not For Profit Corporation)

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**BYLAWS
OF
SOUTHWEST INTERMEDIARY FINANCE TEAM, INC.
(An Oklahoma Not For Profit Corporation)
(As Adopted February 1, 2012)**

ARTICLE I - PURPOSES

The corporation is organized as a not for profit corporation for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, to provide the following services:

(a) To re-lend United States Department of Agriculture (USDA) and other funds provided by units or instrumentalities of federal, state, county or local governments through grants or loans to the corporation for the creation of jobs and the resulting economic benefits which will be equally available to the poor, the distressed and the underprivileged; which will lessen the burdens of government and which will combat the deterioration of communities in Oklahoma; and

(b) To provide educational opportunities to students enrolled in Southwestern Oklahoma State University.

ARTICLE II - EXEMPT TAX STATUS

In order to insure treatment of the corporation as an exempt corporation under Section 501(a) of the Internal Revenue Code of 1986, as amended ("Code"), the Board of Directors of the corporation shall (a) distribute the corporation's income for each fiscal year at such time and in such manner as not to subject the corporation to tax under Section 4942 of the Code, and (b) prohibit the corporation from engaging in any acts of self-dealing, as defined in Section 4941(d) of the Code, from retaining excess business holdings, as defined in Section 4943(c), from making any investments in such manner as to subject the corporation to tax under Section 4944 of the Code, and from making any taxable expenditures, as defined in Section 4945(d) of the Code.

ARTICLE III - MEMBERS

3.01 Initial Member

The initial sole member of the corporation shall be Southwestern Oklahoma State University. All references herein to the term "members" shall be construed to refer to the singular of the term, if applicable.

3.02 Procedure for Selection of Members

Additional members may be elected by a majority vote of the Board of Directors at an Annual Meeting of said Board, upon the recommendation of one member of the corporation; provided that if there is no existing member to give such recommendation, then the Board of Directors shall elect the new member(s) solely by majority vote of the Board of Directors.

3.03 No Transfer of Membership

Membership or any interest in this corporation shall not be assignable by a member, nor shall membership or any interest in this corporation pass to any personal representative, heir, or devisee. Membership of any member shall cease upon his or her death.

ARTICLE IV - MEETINGS OF MEMBERS

4.01 Annual Meeting

An annual meeting of the members, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such place on such date, and at such time as the Board of Directors shall each year fix, which date shall be within thirteen months subsequent to the later of the date of incorporation or the last annual meeting of the members. The board of directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may be held solely by means of remote communication.

4.02 Special Meetings

Special meetings of the members, for any purpose or purposes prescribed in the notice of the meeting, may be called by the Board of Directors or by the Chairman of the Board or the President and shall be held on such date, and at such time as they or he shall fix.

4.03 Notice of Meetings

Written notice of the place, if any, date, and time of all meetings, and the means of remote communications, if any, by which members and proxyholders may be deemed to be present in person and vote at the meetings, of the members shall be given, not less than ten (10) nor more than sixty (60) days before the date on which the meeting is to be held, to each member entitled to vote at such meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required from time to time by the Oklahoma General Corporation Act or the Certificate of Incorporation). The term "Certificate of Incorporation" as used herein shall mean the Certificate of Incorporation of the corporation as may be amended from time to time. Notice of a special meeting of the members shall also state the purpose or purposes for which the meeting is called.

When a meeting is adjourned to another place, if any, date or time, written notice need not be given of the adjourned meeting if the place, if any, date, and time thereof and the means of remote communications, if any, by which members and proxyholders may be deemed to be present and vote at the adjourned meeting are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, if any, date, and time of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

If a meeting is to be held solely by remote communication, notice of a meeting shall also provide the information required to gain access to the member list by reasonably accessible electronic network; provided, however, that such list shall only be available to members of the corporation.

Notice may be given effectively to members if given by a form of electronic transmission consented to by the member to whom the notice is given. The consent shall be revocable by the member by written notice to the corporation. Such consent shall be deemed revoked if (a) the corporation is unable to deliver by electronic transmission two consecutive notices given by the corporation in accordance with the consent; and (b) the inability becomes known to the secretary or an assistant secretary of the corporation or to the transfer agent, or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat the inability as a revocation shall not invalidate any meeting or other action. Notice shall be deemed effectively given if by (i) facsimile telecommunication, when directed to a number at which the member has consented to receive notice; (ii) electronic mail, when directed to an electronic mail address at which the member has consented to receive notice; (iii) a posting on an electronic network together with separate notice to the member of the specific posting, upon the later of the posting and the giving of separate notice; and (iv) any other form of electronic transmission, when directed to the member in accordance with the member's consent. An affidavit of the secretary or an assistant secretary or of the transfer agent or other agent of the corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

4.04 Quorum

At any meeting of the members, a majority of all of the members entitled to vote at the meeting, present in person, represented by proxy or by means of remote communication, shall constitute a quorum for all purposes, unless or except to the extent that the presence of a larger number may be required by law or by the Certificate of Incorporation.

If a quorum shall fail to attend any meeting, the chairman of the meeting or a majority of the members entitled to vote who are present, in person, represented by proxy or by means of electronic communication, may adjourn the meeting to another date or time.

4.05 Organization

The Chairman of the Board of Directors or, in the absence of the Chairman, the Vice Chairman shall call to order any meeting of the members and act as chairman of the meeting. In the absence of the Secretary of the corporation, the secretary of the meeting shall be such person as the chairman appoints.

4.06 Conduct of Business

The chairman of any meeting of members shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

4.07 Proxies and Voting

At any meeting of the members, every member entitled to vote may vote in person or by proxy authorized in such manner as specifically permitted by the Oklahoma General Corporation Act or as the corporation may otherwise permit. Proof of such authority shall be filed in accordance with the procedure established for the meeting. If authorized by the board of directors, the requirement of a written ballot shall be satisfied by a ballot submitted by electronic transmission; provided that the electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the member or proxyholder. The validity and authenticity of any proxy shall be determined by the corporation.

Each member shall have one vote, except as otherwise provided herein or required by law or by the Certificate of Incorporation.

All voting, except where otherwise required by law or by the Certificate of Incorporation, may be by a voice vote; provided, however, that upon demand therefor by a member entitled to vote or his proxy, a vote shall be taken by written ballot, each of which shall state the name of the member or proxy voting and such other information as may be required under the procedure established for the meeting. Every vote taken by ballot shall be counted by an inspector or inspectors appointed by the chairman of the meeting.

All elections and, except as otherwise required by law or by the Certificate of Incorporation, all other matters shall be determined by a majority of the votes cast.

Notwithstanding the provisions of this Section 4.07, any action, except as set forth below, required or which may be taken at any annual or special meeting of the members may be taken without a meeting, without prior notice or a vote, if a consent or consents in writing or by electronic transmission, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members having a right to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in this state, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of members are recorded. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested, or electronic transmission. Such written consent or consents shall be filed with the minutes of the proceedings of the members, provided the filings shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. Prompt notice of the taking of corporate action without a meeting by less than unanimous written consent shall be given to those members who have not consented in writing.

Members may, unless the certificate of incorporation otherwise provides, act by written consent to elect directors; provided however, that if the consent is less than unanimous, the action by written consent may be in lieu of holding an annual meeting only if all the directorships to which directors could be elected at an annual meeting held at the effective time of the action are vacant and are filled by the action.

Every written consent shall bear the date of signature of each member who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent delivered in the manner required by this section to the corporation, written consents signed by a sufficient number of holders to take action are delivered to the corporation by delivery to its registered office in this state, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of members are recorded. Delivery made to a corporation's registered office shall be by hand, by certified or registered mail, return receipt requested, or by electronic transmission.

An electronic transmission consenting to an action to be taken and transmitted by a member or proxyholder, shall be deemed to be written, signed and dated for the purposes herein, provided that such electronic transmission sets forth or is delivered with information from which the corporation can determine (a) that the member or proxyholder was authorized to act for the member or proxyholder and (b) the date on which such member or proxyholder transmitted such electronic transmission. The date on which such electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. An electronic transmission shall be deemed to be delivered when reproduced in paper form and delivered to (i) the corporation's registered office, (ii) its principal place of business or (iii) an officer or agent of the corporation having custody of the book in which proceedings of meetings of members are recorded, or as provided by resolution of the board of directors of the corporation.

ARTICLE V - BOARD OF DIRECTORS

5.01 Number and Term of Office

The number of directors who shall constitute the whole board shall at all times be not less than three (3) nor more than seven (7), except that the number of directors constituting the initial Board of Directors shall be the number of directors named in the Certificate of Incorporation. Except as required by law, the Certificate of Incorporation or these bylaws, each director shall be elected at each annual meeting of the members. Each director shall serve until his successor is elected and qualified or until his earlier resignation or removal.

Any decrease in the authorized number of directors shall not become effective until the expiration of the term of the directors then in office unless, at the time of such decrease, there shall be vacancies on the board which are being eliminated by the decrease.

5.02 Vacancies

If the office of any director becomes vacant by reason of death, resignation, disqualification, removal or other cause, a majority of the directors remaining in office, although less than a quorum, may elect a successor for the unexpired term and until his successor is elected and qualified.

5.03 Regular Meetings

Regular meetings of the Board of Directors shall be held on the first Thursday of each calendar quarter (January, April, July and October) at a location to be designated by the

Chairman of the Board on the campus of Southwestern Oklahoma State University, or at such place or places, on such date or dates, and at such time or times as shall be otherwise established by the Board of Directors and publicized among all directors. A notice of each regular meeting shall not be required.

5.04 Special Meetings

Special meetings of the Board of Directors may be called by one-third of the directors then in office or by the Chairman of the Board and shall be held at such place, on such date, and at such time as they or he shall fix. Notice of the place, date, and time of each such special meeting shall be given each director by whom it is not waived by mailing written notice not less than three days before the meeting or by telegraphing or personally delivering the same not less than eighteen hours before the meeting; or by electronic transmission pursuant to authorization of the Board of Directors. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

5.05 Quorum

At any meeting of the Board of Directors, one- third of the total number of the whole board, but not less than two directors, shall constitute a quorum for all purposes, unless or except in the event that a board of one is authorized in which case one director shall constitute a quorum. If a quorum shall fail to attend any meeting, a majority of the directors present may adjourn the meeting to another place, date, or time, without further notice or waiver thereof.

5.06 Participation in Meetings by Conference Telephone

Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such board or committee by means of conference telephone or other communications equipment that enables all persons participating in the meeting to hear each other. Such participation shall constitute presence in person at such meeting.

5.07 Conduct of Business

At any meeting of the Board of Directors at which a quorum of the directors is present, business shall be transacted in such order and manner as the board may from time to time determine, and all matters shall be determined by the vote of a majority of the directors present, except as otherwise provided herein or required by law or by the Certificate of Incorporation. Action may be taken by the Board of Directors without a meeting if all members thereof consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors.

5.08 Powers

The Board of Directors may, except as otherwise required by law or by the Certificate of Incorporation, exercise all such powers and do all such acts and things as may be exercised or done by the corporation, including, without limiting the generality of the foregoing, the unqualified power:

(a) To purchase or otherwise acquire any property, rights or privileges on such terms as it shall determine;

(b) To authorize the creation, making and issuance, in such form as it may determine, of written obligations of every kind, negotiable or non-negotiable, secured or unsecured, and to do all things necessary in connection therewith;

(c) To remove any officer of the corporation with or without cause, and from time to time to devolve the powers and duties of any officer upon any other person for the time being;

(d) To confer upon any officer of the corporation the power to appoint, remove and suspend subordinate officers and agents;

(e) To adopt from time to time regulations, not inconsistent with these bylaws, for the management of the corporation's business and affairs.

5.09 Compensation of Directors

The directors shall serve without compensation, provided that they may receive, pursuant to resolution of the Board of Directors, fixed fees and other compensation for their services as members of committees of the directors.

ARTICLE VI - COMMITTEES

6.01 Executive Committee

The Board of Directors may designate an Executive Committee to serve at the pleasure of the board and shall elect a director or directors to serve as the member or members of the Executive Committee, designating, if it desires, other directors as alternative members who may replace any absent or disqualified member at any meeting of the Executive Committee. The Executive Committee, except to the extent as it may be restricted from time to time by the vote of a majority of the whole board, may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but the Executive Committee shall have no power or authority in reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the members the sale, lease or exchange of all or substantially all of the property and assets of the corporation, recommending to the members a dissolution of the corporation or a revocation of a dissolution, or amending the bylaws of the corporation. In the absence or disqualification of any member of the Executive Committee and any alternate member in his place, the member or members of the Executive Committee present at the meeting and not disqualified from voting, whether or not he or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

6.02 Other Committees of the Board of Directors

The Board of Directors may from time to time designate other committees of the board, with such lawfully delegable powers and duties as it thereby confers, to serve at the pleasure of the board and shall, for those committees, elect a director or directors to serve as the member or members, designating, if it desires, other directors as alternative members who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of any committee and any alternate member in his place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

6.03 Conduct of Business

Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein or required by law. Adequate provision shall be made for notice to members of all meetings; one-third of the total committee members shall constitute a quorum unless the committee shall consist of one or two members, in which event one member shall constitute a quorum; and all matters shall be determined by a majority vote of the members present. Minutes of each committee meeting shall be prepared, approved by the chairman of the meeting and filed with the Secretary of the corporation. Action may be taken by any committee without a meeting if all members thereof consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of such committee.

ARTICLE VII - OFFICERS

7.01 Generally

The officers of the corporation shall consist of a President and a Secretary and such other senior or subordinate officers as may from time to time be elected by the Board of Directors. The Board of Directors may also elect from its number a Chairman and Vice Chairman of the Board of the corporation. Officers shall be elected by the Board of Directors, which shall consider that subject at its first meeting after every annual meeting of members. Each officer shall hold his office until his successor is elected and qualified or until his earlier resignation or removal. Any number of offices may be held by the same person.

7.02 Chairman of the Board

The Chairman of the Board, if any, shall, if present, preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors. He shall be the senior officer of the corporation and shall be responsible for overall planning and policy.

7.03 Vice Chairman of the Board

The Vice Chairman of the Board shall perform such duties as the Board of Directors shall prescribe. In the absence or disability of the Chairman of the Board, the Vice Chairman shall perform the duties and exercise the powers of the Chairman of the Board.

7.04 President

The President shall be the chief executive officer of the corporation. Subject to the provisions of these bylaws and to the direction of the Board of Directors, he shall have the responsibility for the general management and control of the affairs and business of the corporation and shall perform all duties and have all powers which are commonly incident to the office of chief executive or which are delegated to him by the Board of Directors. He shall have power to sign all contracts and other instruments of the corporation which are authorized. He shall have general supervision and direction of all of the other officers and agents of the corporation.

7.05 Vice Presidents

Each Vice President shall perform such duties as the Board of Directors shall prescribe. In the absence or disability of the President, the Vice President who has served in such capacity for the longest time shall perform the duties and exercise the powers of the President.

7.06 Secretary

The Secretary shall issue all authorized notices for, and shall keep minutes of, all meetings of the members and the Board of Directors. The Secretary shall have charge of the corporate records.

7.07 Treasurer

The Treasurer, if any, shall have the custody of all monies and securities of the corporation and shall keep regular books of account. The Secretary shall make such disbursements of the funds of the corporation as are proper and shall render from time to time an account of all such transactions and of the financial condition of the corporation.

7.08 Delegation of Authority

The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof. Additionally, nothing contained herein shall be construed to prevent or prohibit the Board of Directors from naming an individual to hold more than one office.

7.09 Removal

Any officer of the corporation may be removed at any time, with or without cause, by the Board of Directors.

7.10 Action with Respect to Securities of Other Corporations

Unless otherwise directed by the Board of Directors, the President shall have power to vote and otherwise act on behalf of the corporation, in person or by proxy, at any meeting of shareholders of or with respect to any action of shareholders of any other corporation in which this corporation may hold securities and otherwise to exercise any and all rights and powers which this corporation may possess by reason of its ownership of securities in such other corporation.

ARTICLE VIII - NOTICES

8.01 Notices

Whenever notice is required to be given to any member, director, officer, or agent, such requirement shall not be construed to mean personal notice. Such notice may in every instance be effectively given by depositing a writing in a post office or letter box, in a postpaid, sealed wrapper, or by dispatching a prepaid telegram, addressed to such member, director, officer, or agent at his or her address as the same appears on the books of the corporation or by electronic transmission. The time when such notice is dispatched shall be the time of the giving of the notice.

8.02 Waivers

A written waiver of any notice, signed by a member, director, officer, or agent, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such member, director, officer, or agent. Neither the business nor the purpose of any meeting need be specified in such a waiver.

ARTICLE IX - MISCELLANEOUS

9.01 Facsimile Signatures

Facsimile signatures of any officer or officers of the corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

9.02 Corporate Seal

The Board of Directors may provide a suitable seal, containing the name of the corporation and the word "Oklahoma", which seal shall be placed in the custody of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.

9.03 Reliance upon Books, Reports and Records

Each director and each member of any committee designated by the Board of Directors shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or other records of the corporation, including reports made to the corporation by any

of its officers, by an independent certified public accountant, by an appraiser selected with reasonable care, by the Board of Directors, or by any such committee.

9.04 Fiscal Year

The fiscal year of the corporation shall be as fixed by the Board of Directors.

9.05 Time Periods

In applying any provision of these bylaws which require that an act be done or not done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded and the day of the event shall be included.

ARTICLE X - AMENDMENTS

These bylaws may be amended or repealed by the Board of Directors at any meeting.

ARTICLE XI - ELECTRONIC TRANSMISSION

As used herein, electronic transmission means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of SOUTHWEST INTERMEDIARY FINANCE TEAM, INC., an Oklahoma not for profit corporation;

2. That the foregoing bylaws comprising eleven (11) pages constitute the bylaws of said corporation as duly adopted by Consent of Board of Directors effective January 17, 2012.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 14th day of ~~February~~, 2012.
March

Lisa Beckett
_____, Secretary



Date: September 5, 2024
To: Board of Regents of the Regional University System of Oklahoma
Audit & Finance Committee Chair, Chris Van Denhende
From: President Todd G. Lamb

University of Central Oklahoma

September 2024 Audit & Finance Committee

1. Approval Items:

a. Request to Transfer Funds

University of Central Oklahoma requests a transfer of \$670,000 from (290) E&G and (702) Student Facility and Library Facility Fees to (295) Capital Funds established by OSRHE for capital projects.

Source:

Student Facility Fee (702) \$350,000 (Facilities agenda item 1.b. library ceiling tile project).

Library Facility Fee (702) \$200,000 (Facilities agenda item 1.b. library ceiling tile project).

Education & General (290) \$120,000 (Facilities agenda item 1.d. John A. Maisch Collective for the Greater Good).



Office of the President
**Southeastern Oklahoma
State University**

Regent Jane McDermott
Regional University System of Oklahoma
Landmark Towers
3555 Northwest 58th, Suite 320
Oklahoma City, OK 73112

Dear Regent McDermott:

The ratification for Southeastern Oklahoma State University is as follows:

I. RATIFICATION

Southeastern requests ratification of the emergency approval granted on August 21, 2024, by Regent McDermott for the board to amend the following FY 2024 budget as indicated below.

Budget:	Fund 290 – Educational and General, Part 1, \$500,000 increase
Source of Funds:	Additional Tuition and Fee Revenue
Description:	With increased enrollment and revenue in programs, additional allotment is needed to finish paying 2023/2024 invoices.

Sincerely,

Thomas W. Newsom
President



September 5, 2024

Regional University System of Oklahoma
305 N.W. 5th St., #407
Oklahoma City, OK 73102-4741

Dear Board Members:

The recommendations of Northwestern Oklahoma State University are as follows:

I. PERSONNEL

A. Faculty Appointments

School of Professional Studies

Dr. Angela Skousen, has been appointed Assistant Professor in a permanent full-time position with the Doctor of Nursing Practice program. Appointment is effective August 1, 2024 at an academic salary rate of \$95,000.

Dr. Skousen's degrees are: D.N.P. (2020) and B.S.N. (1991), Northwestern Oklahoma State University, Alva, OK.

Dr. Skousen has been most recently employed as Family Practice Provider (3) in Bristow, OK.

Dr. Sandra Scott Watson, has been appointed Assistant Professor in a permanent full-time position with the Doctor of Nursing Practice program. Appointment is effective July 8, 2024 at an academic salary rate of \$92,500.

Dr. Watson's degrees are: D.N.P (2019) and M.S.N. (2017) Frontier Nursing University, Versailles, KY. M.S. (2022) and B.S.N. (2001) The University of Oklahoma Health Sciences Center, Oklahoma City, OK.

Dr. Watson has been most recently employed as Nurse Practitioner at OU Physicians-Tulsa (3) and Kidney Care of Oklahoma (1) in Tulsa, OK; Nursing Division Chair (2), Interim Division Chair (1), Nursing Instructor (11) at Connors State College, Warner, OK.

Ms. Natalie Adams, has been appointed Instructor of Psychology in a permanent full-time position. Appointment is effective August 13, 2024 at an academic salary rate of \$47,000.

Ms. Adams' degrees are: M.S.C.P. (2011) Counseling Psychology, Southern Nazarene University, Bethany, OK; B.A. (2009) Psychology, University of Central Oklahoma, Edmond, OK.

Ms. Adams has been most recently employed as a Senior Triage Specialist (2) at NW Center for Behavioral Health/ODMHSAS in Enid, OK; Licensed Mental Health Provider (1) Grand Lake Mental Health Center in Nowata, OK; Group Therapist (3) at Human Skills & Resources in Tulsa, OK.

School of Arts & Sciences

Mr. Derrick Bready, has been appointed Instructor of Choral Music and Director of Choral Studies in a permanent full-time position. Appointment is effective August 13, 2024 at an academic salary rate of \$53,000.

Mr. Bready's degrees are: M.M. (2011) Music Education, University of Houston, Houston, TX; B.M. (2002) Music, The University of Texas at San Antonio, San Antonio, TX.

Mr. Bready has been most recently employed as Director of Music and Worship (6) at Gloria Dei Lutheran Church, Houston, TX; Graduate Associate Choral Conductor/Teaching Assistant (2) at Baylor University, Waco, TX; Assistant Choral Director (2) at Deer Park ISD, Deer Park, TX.

B. Promotion in Rank

The following faculty member has been recommended for promotion in rank effective with their appointment dates for the 2024-2025 academic year. They have been recommended for promotion by the Dean of Faculty and the Vice President for Academic Affairs.

School of Arts and Sciences

<u>Name</u>	<u>Department</u>	<u>From</u>	<u>To</u>
Dr. Denise Floyd	Nursing	Instructor	Assistant

C. Faculty Resignation

Dr. Matthew Lambert, Assistant Professor of English, has submitted a letter of resignation effective June 27, 2024. Dr. Lambert has been employed with the University since August 11, 2020.

Dr. Rebecca MacKay, Assistant Professor of Biology, has submitted a letter of resignation effective July 17, 2024. Dr. MacKay has been employed with the University since August 9, 2022.

II. PURCHASES

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

Industrial painting: Johnny Webb Farm & Industrial Painting, Enid, Oklahoma, at a cost not to exceed \$60,000. (Fund 705 Auxiliary)

Auditing services: Forvis Mazars, Springfield Missouri, at a cost not to exceed \$63,000. (Fund 290)

III. GRANTS AND CONTRACTS

Alva Tourism\$15,000

Funding from the Alva Tourism Committee to partially support the Northwestern Ranger Rodeo on October 31, November 1 & 2, 2024. Cali Griffin, Head Rodeo Coach, is the grant coordinator.

Oklahoma Department of Corrections.....\$438,506

A cooperative agreement to provide funding for continued residential substance abuse treatment services at the Charles E. "Bill" Johnson Correctional Center, Alva, Oklahoma. Dr. David Pecha, Executive Vice President, is the project coordinator.

Higher Education Prevention Service (HEPS)..... \$5,000
OK Department of Mental Health and Substance Abuse Services (ODMHSAS)

Northwestern is a recipient of a Higher Education Prevention grant funded by Substance Abuse and Mental Health Services Administration, and Oklahoma Department of Mental Health and Substance Abuse Services. This grant provides NWOSU student and employees with access to prevention services for suicide. Taylor Wilson, Director of Counseling and Career Services, is the grant coordinator.

Upward Bound Math and Science..... \$309,505

A grant from the U.S. Department of Education from September 1, 2024, to August 31, 2025, to increase the academic and motivational levels of eligible enrollees with aptitudes in math and/or science so that they may complete secondary school and successfully pursue post-secondary education programs. Five high schools in three northwest Oklahoma counties will be serviced. This is year three of the 5-year grant. Calleb Mosburg, Dean of Student Affairs and Enrollment Management, is the grant coordinator.

Early Settlement Dispute..... \$35,779

An agreement with the Alternate Dispute Resolution System of the State of Oklahoma to provide partial state funding for dispute mediation services throughout the region. Dr. Wayne McMillin, Dean of the Enid Campus, is the grant coordinator.

Student Support Services.....\$270,852

A grant from the U.S. Department of Education to provide students with opportunities for academic development, assist with basic college requirements, and to motivate students toward completion of their post-secondary education. Funding will be used to serve first generation, low income and disabled students. This is the fifth-year award of the 5-year grant. Calleb Mosburg, Dean of Student Affairs and Enrollment Management, is the grant coordinator.

**Workforce Micro-Credentials..... \$40,000
(and Rapid Re-Employment Initiative)**

A grant of \$40,000 to improve educational opportunities for students and to meet critical workforce development outcomes. Northwestern will work with business and industry to help engage workers in areas of critical workforce need. The micro-credentialing opportunities will give potential workers the skills needed to meet the challenging demands of their professions. Dr. James Bell, Vice President Academic Affairs, is the grant coordinator.

TOTAL GRANTS.....\$1,114,642

Sincerely,



Bo Hannaford, Ed.D.
President



Office of the President
**Southeastern Oklahoma
State University**

Regent Jane McDermott
Regional University System of Oklahoma
Landmark Towers
3555 Northwest 58th, Suite 320
Oklahoma City, OK 73112

Dear Regent McDermott:

The recommendations of Southeastern Oklahoma State University are as follows:

I. **PERSONNEL**

A. **RESIGNATIONS**

Department of Aviation

Zachary Morgan, Assistant Professor and Chair of Aviation, resigned effective July 31, 2024. Dr. Morgan has served in this capacity full-time since 2022.

B. **NEW FACULTY**

College of Arts and Sciences

Alison Gilbert was appointed to the position of full-time Assistant Professor in the department of Music, effective August 1, 2024, at a 10-month salary of \$51,953. Dr. Gilbert earned her Ph.D. from the Hugh Hodgson School of Music in 2023. She earned her MM from Miami University in 2015.

Elijah Marshall was appointed to the position of full-time Instructor in the Department of English, Humanities and Languages, effective August 1, 2024, at a 10-month salary of \$34,928. Mr. Marshall earned his M.Ed. at Southeastern Oklahoma State University in 2021. He earned his B.A. from Southeastern Oklahoma State University in 2019.

Joseph McWilliams was appointed full-time Instructor in the department of Art, Communication, and Theatre, effective August 1, 2024, at a 10-month salary of \$34,928. Mr. McWilliams earned his M.S. from Southeastern Oklahoma State University in 2023. He earned his B.S. from Oklahoma State University in 2012.

Raymond R. Mitchell was appointed to the position of full-time Instructor in the Department of Social Sciences, effective August 1, 2024, at a 10-month salary of \$47,050. Dr. Mitchell received his Ph.D. from Texas A&M University in 2023. He received his MA from Sam Houston State University in 2020.

Donna Jean was appointed to the position of full-time Assistant Professor in the department of Chemistry, Computer, and Physical Sciences, effective August 1, 2024, at a 10-month salary of \$66,000.

Dr. Jean earned her Ph.D. from Louisiana State University in 1999. She earned her B.S. from Southeastern Oklahoma State University in 1991.

Alexandria Szakacs was appointed full-time Assistant Professor in the department of Biological Sciences, effective August 1, 2024, at a 10-month salary of \$51,953.

Dr. Szakacs earned her Ph.D. from North Carolina State University in 2020. She earned her B.S. from Youngstown State University in 2013

Jeffery A. Williams was appointed to the position of full-time Assistant Professor in the Department of Kinesiology, effective August 1, 2024, at a 10-month salary of \$55,502

Dr. Williams received his Ph.D. from Concordia University Chicago in 2019. He received his M.S. from California University of Pennsylvania in 2011.

College of Education and Behavioral Sciences

Karen Coleman was appointed full-time Instructor in the department of Behavioral Sciences, effective August 1, 2024, at a 12-month salary of \$41,914.

Ms. Coleman earned her M.BS from Southeastern Oklahoma State University in 1993. She earned her B.A. from Southeastern Oklahoma State University in 1996.

Denise Hartline was appointed full-time Instructor in the department of Behavioral Sciences, effective August 1, 2024, at a 10-month salary of \$36,566.

Ms. Hartline earned her M.Ed. from Southeastern Oklahoma State University in 2019. She earned her BBA from the University of Texas, Austin, in 1994.

Angela McAlester was appointed to the position of full-time Assistant Professor in the department of Department of Educational Instruction and Leadership, effective August 1, 2024, at a 10-month salary of \$57,499

Ms. McAlester earned her M.Ed. at Southeastern Oklahoma State University in 2014. She earned her B.A. from Dallas Baptist University in 1996.

John Massey School of Business

Awwad Dababneh was appointed to the position of full-time Associate Professor in the department of Occupational Safety and Health, effective August 1, 2024, at a 10-month salary of \$81,500

Dr. Dababneh earned his Ph.D. from the University of Cincinnati in 1997. He received his B.S. from Yarmouk University in 1998.

II. PURCHASES

In accordance with Board policy 2.3.4, Purchases exceeding \$150,000, Southeastern Oklahoma State University is requesting approval to purchase the following items:

Item: Network and Wiring Upgrades

Description: Request permission to solicit bids for the demolition of outdated network infrastructure and installation of new network infrastructure for several buildings across campus to include: Bloomer Gym, Campus Police/OSBDC, Paul Laird Field, and Visual and Performing Arts Center. The cable manufacturer, CommScope, will certify and provide a 25-year warranty on both cabling and installation.

Project Number(s): 660-0901
Amount: \$300,000 Estimated
Source of Funds : State Regents Deferred Maintenance Funds
Vendor: To Be Determined

III. RATIFICATION

Southeastern requests ratification of the emergency approval granted on August 21, 2024, by Regent McDermott for the board to amend the following FY 2024 budget as indicated below.

Budget: Fund 290 – Educational and General, Part 1, \$500,000 increase
Source of Funds: Additional Tuition and Fee Revenue
Description: With increased enrollment and revenue in programs, additional allotment is needed to finish paying 2023/2024 invoices.

Sincerely,



Thomas W. Newsom
President



NORTHEASTERN STATE UNIVERSITY
OFFICE *of the* PRESIDENT

August 21, 2024

Regional University System of Oklahoma
305 NW 5th Street
PO Box 407
Oklahoma City, OK 73102

Dear Board Members:

The recommendations of Northeastern State University are as follows:

I. PERSONNEL

A. ADMINISTRATIVE CHANGES

Dr. James Ferrell, tenured Professor of Educational Leadership in the College of Education has been appointed Interim Assistant Vice President for Academic Affairs effective July 1, 2024 through June 30, 2025. This is a full-time, regular, 12-month position at a fiscal year salary rate of \$108,204. Dr. Ferrell is filling the position left vacant by Dr. Iain Anderson.

Dr. Christina Hallman, tenured Professor of Geography / Department Chair in the College of Liberal Arts has been appointed Assistant Dean/ Professor / Interim Chair in the College of Liberal Arts effective August 1, 2024. This is a full-time regular, 9-month position at an academic salary rate of \$12,000. Dr. Hallman retains her faculty position at an academic year rate of \$78,010. Dr. Hallman is filling the position left vacant by Dr. Audell Shelburne.

Dr. Nathan Lighthizer, Associate Dean / tenured Professor of Optometry has been appointed Dean / tenured Professor of Optometry in the Northeastern State University Oklahoma College of Optometry effective July 1, 2024. This is a full-time, regular, 12-month position at a fiscal year salary rate of \$209,880. Dr. Lighthizer is filling the position left vacant by the retirement of Dr. Doug Penisten.

Dr. Audell Shelburne, Assistant Dean / tenured Professor of English has been appointed Dean / tenured Professor of English in the College of Liberal Arts effective July 15, 2024. This is a full-time regular, 12-month position at a fiscal year salary rate of \$132,420. Dr. Shelburne is filling the position left vacant by the retirement of Dr. Mike Chanslor.

NORTHEASTERN STATE UNIVERSITY

B. FACULTY CHANGE OF STATUS

Dr. Tara Buck is moving from Temporary Assistant Professor of English to Assistant Professor of English in the College of Liberal Arts effective June 3, 2024. This is a full-time regular, tenure track 9-month position at a fiscal year salary rate of \$53,860.00.

C. FACULTY EARNING A DOCTORATE

Dr. Alison Moore, Assistant Professor of Music in the College of Liberal Arts has completed her D.A. in Music from Ball State University. The degree was conferred on December 16, 2023.

Dr. Seth Smart, Assistant Professor of Management in the College of Business and Technology has completed his Ph.D. in Business Administration from Oklahoma State University. The degree was conferred on August 4, 2023.

D. FACULTY APPOINTMENTS (TENURE TRACK)

Dr. Hyewon Cho has been appointed Assistant Professor of Marketing in the College of Business and Technology effective August 1, 2024. This is a full-time regular, tenure track, 9-month position at an academic salary rate of \$93,710. She is filling the position left vacant by Dr. Deb Stevenson.

Dr. Cho holds the following degrees: Ph.D., Business Administration, University of Illinois Urbana-Champaign; M.A., Psychology, New York University; and B.A., Psychology, Sogang University.

Her professional experience includes: Associate Professor of Marketing, Sogang University – one year; Assistant Professor of Marketing, Sogang University- two years; and Assistant Professor of Marketing, City University of Hong Kong – three years.

Dr. Alexandra Doyle has been appointed Assistant Professor of Music in the College of Liberal Arts effective August 19, 2024. This is a full-time regular, tenure track 9-month position at an academic year salary rate of \$54,090. Dr. Doyle is filling the position left vacant by Dr. Bryce Newcomer.

Dr. Doyle holds the following degrees: D.M.A., Music Performance, and M.M., Music Performance, University of Cincinnati; B.M., Music, Applied Music and B.A., Communications Journalism, University of Houston.

Her professional experience includes: Artist-Clinician, Vandoren – six months; Woodwind Instructor, Withrow University High School – one year; Marketing Director, Taneycomo Festival Orchestra – one year; Clarinetist, New Liberty Dance Orchestra – one year; Clarinetist & Bass Clarinetist, Taneycomo Festival Orchestra – three years.

Dr. Deborah Johnson has been appointed Assistant Professor in the department of Psychology and Counseling in the College of Education effective August 1, 2024. This is a full-time regular, tenure track, 9-month position at an academic year salary rate of \$56,670. Dr. Johnson is filling the position left vacant by Rhea Kaltenbach.

NORTHEASTERN STATE UNIVERSITY

Dr. Johnson holds the following degrees: Ph.D., Psychology, Iowa State University; M.S., Psychology, Iowa State University; M.S.W., Social Work, University of Oklahoma; and B.S., Management, Purdue University.

Her professional experience includes: Behavioral Health Consultant/Licensed Clinical Social Worker, The Carey Clinic – one year; Executive Board Member, Board of directors, Disaster Behavioral Health Trainer, SRT, Inc. – two years; Stress Response Team, Tulsa District Lead, Oklahoma Medical Reserve Corp. – two years; Research Team Lead, National Conference for Hidden Student Populations, Oklahoma State University – one year; State Policy Fellow, Schoolhouse Connection, Washington, D.C. – one year; Social Worker and Mental Health Therapist, Kaleidoscope Behavior Solutions – two years; Mental Health Therapist, Improving Lives Counseling Services – one year.

Dr. Abhijit Mazumdar has been appointed Assistant Professor of Media Studies in the College of Liberal Arts effective August 1, 2024. This is a full-time regular, tenure track, 9-month position at an academic year salary rate of \$55,430. Dr. Mazumdar is filling the position left vacant by Dr. Dana Boren-Boer.

Dr. Mazumdar holds the following degrees: Ph.D., Communication and Information, University of Tennessee Knoxville; Ph.D., Zoology, University of Lucknow, India; M.S., Journalism, University of Illinois Urbana-Champaign; and M.Sc., Zoology, University of Lucknow, India.

His professional experience includes: Assistant Professor, Journalism, Park University – six years; Freelance international reporter, *Outlook* magazine, India – five years; Senior copy editor, *Times of India*, New Delhi, India – one year.

Dr. Lee Smith has been appointed Assistant Professor of Mechanical Engineering in the Gregg Wadley College of Science and Health Professions effective August 1, 2024. This is a full-time, regular, tenure track, 9-month position at an academic year salary rate of \$84,410. Dr. Smith is filling an open position.

Dr. Smith holds the following degrees: Ph.D. and B.S., Mechanical and Energy Engineering, University of North Texas.

His professional experience includes: Principal Investigator/Project Manager, Z&S Tech LLC, Texas – one year.

Dr. Aubry Tackett has been appointed Assistant Professor of Optometry in the Northeastern State University Oklahoma College of Optometry effective July 1, 2024. This is a full-time regular, tenure track 12- month position at a fiscal year salary rate of \$97,572. Dr. Tackett is filling the position left vacant by Dr. April Parker.

Dr. Tackett holds the following degrees: O.D., Optometry, Northeastern State University Oklahoma College of Optometry; and B.S., Biochemistry, Northeastern State University.

Her professional experience includes: Cornea and Contact Lens Resident, Northeastern State University Oklahoma College of Optometry – one year.

NORTHEASTERN STATE UNIVERSITY

Dr. Megan Weinkauf has been appointed Assistant Professor of Management in the College of Business and Technology effective August 1, 2024. This is a full-time regular, tenure track, 12-month position at an academic year salary of \$85,450. She is filling the position left vacant by Dr. Stephanie Jones.

Dr. Weinkauf holds the following degrees: Ph.D., Organizational Leadership, Regent University; M.B.A., Business Administration, Strayer University; and B.S., Business Administration, University of Arkansas.

Her professional experience includes: the following positions at Oral Roberts University School of Communication and Public Affairs, Assistant Professor of Strategic Leadership and Media – one year, and Academic Advisor – two years; Assistant Professor of Management and Digital Marketing, Oral Roberts University College of Business – five years.

E. FACULTY APPOINTMENTS (NON-TENURE TRACK)

Ms. Kacie McConnell has been appointed Clinical Assistant Professor of Occupational Therapy in the Gregg Wadley College of Science and Health Professions effective July 1, 2024. This is a full-time regular, non-tenure track, 12-month position at a fiscal year salary rate of \$100,980. Ms. McConnell is filling the position left vacant by Dr. Daniel Scott Wengerd.

Ms. McConnell holds the following degrees: M.S., Occupational Therapy, and B.S., Clinical Wellness, Northeastern State University.

Her professional experience includes: Occupational Therapist Registered, Discover Pediatric Therapy, Poteau, OK – two years; Occupational Therapist Registered, Therapy4Kinds, Tulsa/Sapulpa, OK – two years; Fieldwork Educator, Various Locations -two years.

F. FACULTY APPOINTMENTS (TEMPORARY)

Dr. Blayne Haggard has been appointed Clinical Assistant Professor in the NSU Oklahoma College of Optometry effective August 1, 2024. This is a full-time temporary, non-tenure track, 12-month position at a fiscal year salary rate of \$109,936. Dr. Haggard is filling the position left vacant by Dr. Hannah Munyan.

Dr. Haggard holds the following degrees: O.D., Optometry, Northeastern State University Oklahoma College of Optometry and B.S., Cell & Molecular Biology, Northeastern State University.

G. TEMPORARY APPOINTMENTS

The following persons will be re-appointed for the 2024-2025 academic year in a temporary position.

Dr. Louis Blowers	Clinical Assistant Professor	Optometry
Dr. Jordan Fleming	Clinical Assistant Professor	Optometry
Dr. Blayne Haggard	Clinical Assistant Professor	Optometry
Dr. John Lindsay	Clinical Assistant Professor	Optometry
Dr. Baylee Moles	Clinical Assistant Professor	Optometry
Dr. Hannah Munyan	Clinical Assistant Professor	Optometry
Dr. Dawn Pewitt	Clinical Assistant Professor	Optometry

NORTHEASTERN STATE UNIVERSITY

Dr. Seth Rich	Clinical Associate Professor	Optometry
Dr. Bret Seamons	Clinical Assistant Professor	Optometry
Dr. Courtney Simon	Clinical Assistant Professor	Optometry
Dr. Paige Taylor	Clinical Assistant Professor	Optometry
Dr. Heidi Thoden	Clinical Associate Professor	Optometry
Dr. Jessica White	Clinical Associate Professor	Optometry
Dr. Andrew Young	Clinical Associate Professor	Optometry
Dr. Bryan Young	Clinical Assistant Professor	Optometry

H. RESIGNATIONS

Dr. Kelsey Buford, Assistant Professor of Optometry in the NSU Oklahoma College of Optometry has submitted her letter of resignation effective August 16, 2024. She will continue to serve as a part-time adjunct. She has been employed with the university since March 2020.

Dr. David Dube, Clinical Assistant Professor of Physician Assistants Studies in the Gregg Wadley College of Science and Health Professions has submitted his letter of resignation effective August 9, 2024. He has been employed with the university since July 2023.

Dr. Sohvi Heaton, Associate Professor of Management in the College of Business and Technology has submitted her letter of resignation effective May 13, 2024. She has been employed with the university since August 2023.

Ms. Courtney Helm, Instructor of Library Services in the John Vaughn Library has submitted her letter of resignation effective May 29, 2024. She has been employed with the university since February 2023.

Dr. Clayton Keyes, Assistant Professor of Art in the College of Liberal Arts has submitted his resignation letter effective July 31, 2024. He has been employed with the university since August 2021.

Dr. Bryce Newcomer, Assistant Professor of Music in the College of Liberal Arts has submitted his letter of resignation effective July 31, 2024. He has been employed with the university since August 2023.

Dr. Megan Tucker, Clinical Assistant Professor of Optometry in the NSU Oklahoma College of Optometry has submitted her letter of resignation effective August 16, 2024. She will continue to serve as a part-time adjunct. She has been employed with the university since April 2023.

H. RETIREMENTS WITH RESOLUTIONS

Dr. Steve Rice, Instructor of Mathematics in the Gregg Wadley College of Science and Health Professions has submitted his retirement letter effective July 31, 2024. He has been employed with the university since July 2005.

Ms. SophiaBeverley Threatt, Instructor of Library Services in the John Vaughn Library of Northeastern State University has submitted her retirement letter effective August 1, 2024. She has been employed with the university since August 2012.

NORTHEASTERN STATE UNIVERSITY

I. RETIREMENTS

Mr. Joseph LaTurner, Instructor of Finance in the College of Business and Technology has submitted his retirement letter effective July 31, 2024. He has been employed with the university since August 2019.

RESIDENT / POST-DOCTORAL FELLOWSHIP PROGRAM - OPTOMETRY

The following individuals are recommended for employment in our Optometry Resident Post-Doctoral Fellowship Program. These are on year, temporary appointments for the period of July 1, 2024 through June 30, 2025.

Dr. Madison Bailey holds the following degrees: O.D., Optometry, Southern College of Optometry; and B.S., Biology, University of Tennessee at Chattanooga. Dr. Bailey will be paid an annual salary of \$40,000. She is replacing Dr. Aubry Tackett.

Dr. Drew Breedlove holds the following degrees: O.D., Optometry, Northeastern State University Oklahoma College of Optometry; and B.S., Molecular Biology, Northeastern State University. Dr. Breedlove will be paid an annual salary of \$37,500. He is replacing Dr. Kinsley Gossard.

Dr. Wincy Chung holds the following degrees: O.D., Optometry, University of Waterloo; and B.S., Bio-Medical Science, University of Guelph. Dr. Chung will be paid an annual salary from outside funding. He is replacing Dr. Vanessa Xu Wen Lin.

Dr. Dalton Cunningham holds the following degrees: O.D., Optometry, Northeastern State University Oklahoma College of Optometry; and B.S., Ag Science and Natural Resources, Oklahoma State University. Dr. Cunningham will be paid an annual salary of \$32,000. He is replacing Dr. Taylor Vincent.

Dr. Maxwell Dalton holds the following degrees: O.D., Optometry, Midwestern University; and B.S., Biology, Metropolitan State University. Dr. Dalton will be paid an annual salary through outside funding. He is replacing Dr. Jadica Piela.

Dr. Lu`Aie Dia holds the following degrees: O.D., Optometry, Pacific University; and B.S., Physiology, University of Wyoming. Dr. Dia will be paid an annual salary of \$40,000. He is replacing Dr. Meghan Sue.

Dr. Kylie Feightner holds the following degrees: O.D., Optometry, Northeastern State University Oklahoma College of Optometry; and B.S., Chemistry, Northeastern State University. Dr. Feightner will be paid an annual salary of \$40,000. She is replacing Dr. Ethan Wohlgenuth.

Dr. Dylan Hance holds the following degrees: O.D., Optometry, Northeastern State University Oklahoma College of Optometry; and B.S., Biology, University of Central Oklahoma. Dr. Hance will be paid an annual salary of \$50,000. He is filling an open position.

Dr. Jeremy Hutchinson holds the following degrees: O.D., Optometry, Northeastern State University Oklahoma College of Optometry; and B.S., Physics, University of Arkansas. Dr. Hutchinson will be paid an annual salary through outside funding. He is replacing Dr. Samantha Manzo.

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Dr. Sabrina Le holds the following degrees: O.D., Optometry, Northeastern State University Oklahoma College of Optometry; and B.S., Biology, University of Oklahoma. Dr. Le will be paid an annual salary of \$50,000. She is filling an empty position.

Dr. Dalton McGaugh holds the following degrees: O.D., Optometry, University of Pikeville Kentucky College of Optometry; and B.S., Exercise Science, Northwest Missouri State University; Dr. McGaugh will be paid an annual salary through outside funding. He is replacing Dr. Mary Elizabeth Jones.

Dr. Daniel Phillips holds the following degrees: O.D., Optometry, University of California, Berkeley; and B.A., History, University of Massachusetts Amherst. Dr. Phillips will be paid an annual salary of \$40,000. He is replacing Dr. Jessica Tarka.

Dr. Joshua Russell holds the following degrees: O.D., Optometry, University of Pikeville Kentucky College of Optometry; and B.A., Human Biology, University of Kansas. Dr. Russell will be paid an annual salary through outside funding. He is replacing Dr. Haley Liberty.

Dr. Christina Thompson holds the following degrees: O.D., Optometry, Northeastern State University Oklahoma College of Optometry; and B.S., Biology, University of Arkansas. Dr. Thompson will be paid an annual salary of \$30,000. She is replacing Dr. Ethan Gerstein.

Dr. Ashleigh Young holds the following degrees: O.D., Optometry, University of Houston; and B.S., Biochemistry, University of Missouri-Columbia. Dr. Young will be paid an annual salary of \$38,000. She is replacing Dr. Ameerah Al-Sadi.

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.):

Electronic Report Processing and Document imaging.....	\$200,000
Optometry Edger MachinesAux.....	\$400,000
RisePoint (Academic Partnerships).....	\$550,000
ReUp, Education.....	\$500,000

III. INFORMATION ITEMS

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

Optical Cabinetry Optometry.....Aux.....	\$110,000
IT Contractual Services	\$104,000
RUSO School Payments.....Aux.....	\$88,000
Teaching and Learning Suite.....	\$80,000
Mail and Copier Equipment Rental.....Aux.....	\$65,000

NORTHEASTERN STATE UNIVERSITY

IV. GRANTS AND CONTRACTS

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

SURP- Summer Undergraduate Research Program 2024.....\$17,600.00

Funds will provide undergraduate students with a hands-on summer research opportunity.

The Project Directors are: Dr. Nnamdi Ekesi, Dr. Sean Kim, Dr. Janaki Iyer, Dr. Sapna Das Bradoo and Dr. Michael Morgan.

Google Cybersecurity Clinics Fund.....\$1,000,000.00

To provide 25 students per year (125 students total) a completed certification through either Continuing Education which can be applied as credit to a degree at NSU through PLA or through the BS of Cybersecurity program depending on student needs.

The Project Director is Stacey White.

National Summer Transportation Institute 2024 (NSTI) \$49,999.44

To host a two week summer transportation institute program to inform, engage, and elicit student interest in transportation-related careers. Students will be selected from public high schools in Northeastern Oklahoma.

The Project Director is Athena Wooldridge.

Developing an Automated Program for Mouse Retinal Microvascular Cells (SMaRT)

.....\$4,299.29

Students will learn to perform microdissections, retinal microvascular isolation, Manual analysis, CellProfiler software development, and more.

The Project Director is Dr. Cammi Valdez.

Inhibitory Effect on Histone Deacetylases Thiol-based Compounds (SMaRT).....\$5,096.00

Provides a summer mentorship for a student to be a part of research aimed to discover novel compounds for inhibiting deacetylases (HDACs), directly associated with cancer treatments.

The Project Director is Dr. Sean Kim.

INBRE Travel – American Phytopathological Society Meeting..... \$2,000.00

To attend the American Phytopathological Society Annual meeting Plant Health 2024.

The Project Director is Dr. Dulanjani Wijayasekara.

OK-INBRE Optima MAX-XP Tabletop Ultracentrifuge.....\$25,000.00

To purchase a Optima MAX-XP TableTop Ultracentrifuge.

The Project Director is Dr. Dulanjani Wijayasekara.

INBRE – Insight into Antimicrobial Resistance and Invasiveness of Uropathogenic

Bacteria.....\$11,659.00

NORTHEASTERN STATE UNIVERSITY

This project will help Dr. Iyer’s lab learn not only about whole genome sequencing but the bioinformatics component of the study will be used to train students on how to analyze such information-rich data. The Project Director is Dr. Janaki Iyer.

Oklahoma Manufacturing Alliance 2024-2025 Yr 5 of 5.....\$138,120.00

A manufacturing extension agent working out of the NSU-BA campus will assist local manufactures in various ways to make their businesses more successful.

The Project Director is Chris Luetjen.

TABERC Award 2024.....\$1,500.00

To fund student in summer research program and fund laboratory supplies.

The Project Director is Dr. Dulanjani Wijayasekara.

NSF EPSCoR 2024\$13,245.00

Undergraduate student, Annika Kerns, under the mentorship of Elizabeth Waring, will perform research on water samples. Examining the size of biochar particles on nutrient and microbial runoff from chicken litter. The Project Director is Dr. Elizabeth Waring.

OSDE – Great Expectations 2024-2025\$500,000.00

To provide professional development to Oklahoma educators in the Great Expectations (GE) program through Northeastern State University. The Project Director is Ms. Linda Dzialo.

Northeast Oklahoma Recruitment and Advancement of Native Americans into Nursing Program (NEORAAIN)\$1,977,715.00

Purpose: NSU, NEO, and ITC and the program will provide recruitment, mentorship, student support service, application assistance, scholarships, and stipends for Native American nursing students in Northeast Oklahoma. The Project Director is Dr. Sydney Dorrough.

Total Grant and Contract Awards:

\$3,746,233.73

Respectfully submitted,



Rodney S. Hanley, Ph.D.
President

Regional University System of Oklahoma

RESOLUTION

WHEREAS, Mr. Steven Rice will retire as Instructor of Computer Science from Northeastern State University on July 31, 2024; and

WHEREAS, Mr. Steven Rice began his years of service with Northeastern State University on August 21, 1989, and has served honorably both within the College of Education and the Gregg Wadley College of Science and Health Professions; and

WHEREAS, Mr. Steven Rice was integral in facilitating the merge of the NSU Literacy Center with the Cappi Wadley Reading and Technology Center, and his historical and operational knowledge, along with his technological insights, made for a seamless transition; and

WHEREAS, Mr. Steven Rice thereafter served faithfully for many years as the Department of Mathematics and Computer Science assessment coordinator and instructor of record for CS 1003 Computers in Modern Society; and

WHEREAS, Mr. Steven Rice has been influential in contributing to the NSU Computer Science program; and

WHEREAS, Mr. Steven Rice served tirelessly as the administrator of the Department's parallel processing hardware in the Tahlequah Science Building; and

WHEREAS, Mr. Steven Rice provided technology support to faculty and staff within the Gregg Wadley College of Science and Health Professions; and

WHEREAS, Mr. Steven Rice served as the sponsor of the student ACM club; and

WHEREAS, Mr. Steven Rice has positively impacted hundreds of students through teaching and service, remains a valued member of the department and college, and will be missed; and

WHEREAS, through his commitment to the highest ideals of his profession, Mr. Steven Rice is deserving of special recognition for the influence he has had on Northeastern State University, his colleagues, his students, and the profession; and

NOW THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma bestows upon **Mr. Steven Rice** the honorary title of "**Instructor of Computer Science Emeritus**" and extends to him an expression of commendation and appreciation for his contributions to the success of Northeastern State University and wish for his continued prosperity, good health, and a feeling of satisfaction so rightly deserved by one who has served so faithfully and honorably as an educator for the students of Oklahoma; and

BE IT FURTHER RESOLVED that this Resolution be entered into the official minutes of the Regional University System of Oklahoma and a copy, signed by the Chair of the Board, be forwarded to **Mr. Steven Rice** in Tahlequah, Oklahoma.

ADOPTED by the Regional University System of Oklahoma this _____ day of _____, 2024.

Regent Jane McDermott, Chair
Regional University System of Oklahoma

ATTEST:

Regent Amy Anne Ford, Secretary
Regional University System of Oklahoma

Regional University System of Oklahoma

RESOLUTION

WHEREAS, Ms. SophiaBeverley Thrēatt will retire as Instructor of Library Services/Resource Coordinator for the Research & Instruction Department, Tahlequah campus from Northeastern State University on August 1, 2024 after honorably serving NSU for 12 years; and

WHEREAS, Ms. Thrēatt served as the subject librarian and resource coordinator for the College of Liberal Arts, liaison librarian for International Programs and the Center for Tribal Studies, and was an embedded librarian in the Tahlequah Writing Center’s Writing Tutor Training for many years; and

WHEREAS, Ms. Thrēatt has positively impacted over 14,600 students through more than 870 bibliographic and instructional sessions, consultations, and workshops. She has also developed class course LibGuides and collaborated with faculty on semester-long student projects to enhance learning and support class assignments; and

WHEREAS, Ms. Thrēatt conducted program reviews for several COLA departments, managed orders for hundreds of books and faculty requests, created library displays, and facilitated author talks to celebrate and promote faculty authorship; and

WHEREAS, Ms. Thrēatt served as the Database Administrator and Vendor Coordinator for NSU Libraries from February, 2017 to June 30, 2024, facilitating access to many databases; and

WHEREAS, Ms. Thrēatt co-coordinated and contributed to the NSU Writing Contest since 2015, celebrating the authorship of NSU’s community, in partnership with the Department of Languages and Literature; and

WHEREAS, Ms. Thrēatt chaired the NSU Libraries Earth Day & Sustainability Committee since 2015, organizing over 140 events and notably collaborating on planting three Legacy Trees in 2021 as living memorials; and

WHEREAS, Ms. SophiaBeverley Thrēatt has significantly impacted many students through her teaching and service, is a respected department member, and will be greatly missed; and

WHEREAS, Ms. SophiaBeverley Thrēatt merits special recognition for her substantial contributions to Northeastern State University, her colleagues, her students, and the field; and

NOW, THEREFORE, BE IT RESOLVED that the Regional University System of Oklahoma award Ms. SophiaBeverley Thrēatt the title of “Instructor of Library Services Emeritus” and express appreciation for her dedication to the success of Northeastern State University, wishing her continued success and well-being; and

BE IT FURTHER RESOLVED that this Resolution be recorded in the official minutes of the Regional University System of Oklahoma and a signed copy be sent to Ms. SophiaBeverley Thrēatt in Tahlequah, Oklahoma.

ADOPTED by the Regional University System of Oklahoma this _____ day of _____, 2024.

Regent Jane McDermott, Chair
Regional University System of Oklahoma

ATTEST:

Regent Amy Anne Ford, Secretary
Regional University System of Oklahoma

**BOARD OF REGENTS OF THE
REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA
RESOLUTION**

WHEREAS, **Brian Campbell** will retire from Southwestern Oklahoma State University on **October 7, 2022**; and,

WHEREAS, **Brian Campbell** has had a prestigious career for **25** in higher education in Oklahoma while at Southwestern Oklahoma State University; and,

WHEREAS, **Brian Campbell** has served with distinction as **Professor** in the **Chemistry & Physics** Department at Southwestern Oklahoma State University; and,

WHEREAS, **Brian Campbell** has provided invaluable service to Southwestern Oklahoma State University as a **Professor** in the **Chemistry & Physics Department** and,

WHEREAS, **Brian Campbell** has demonstrated dedication to **his** profession by exhibiting excellence in teaching, **research, and service** and

WHEREAS, **Brian Campbell** is deserving of special recognition for **his** loyal and faithful service to the university;

NOW, THEREFORE, BE IT RESOLVED that the Board of Regents of the Regional University System of Oklahoma bestow upon **Brian Campbell** the honorary title of "**Professor Emeritus**" and extends to **him** an expression of commendation and appreciation for **his** many contributions to the success of Southwestern Oklahoma State University, and wishes for **him** continued health and happiness and a feeling of joy and satisfaction which rightfully comes to a person who has served so faithfully and honorably in the education profession of Oklahoma; and,

BE IT FURTHER RESOLVED, that this resolution be entered into the official minutes of the Board of Regents of the Regional University System of Oklahoma and a copy, signed by the Chair of the Board, be forwarded to **Dr. Diana Lovell** at Weatherford, Oklahoma.

ADOPTED by the Board of Regents of the Regional University System of Oklahoma this **6th** day of **September, 2024**.

Jane McDermott, Chairman
Board of Regents of the Regional University System of Oklahoma

Attest:

Amy Anne Ford
Secretary



OFFICE OF THE PRESIDENT

100 Campus Drive, Weatherford, OK 73096
580 • 774 • 3766
www.swosu.edu

August 26, 2024

Regional University System of Oklahoma
305 N.W. 5th #407
Oklahoma City, OK 73102

Dear Board Members:

The agenda items of Southwestern Oklahoma State University are as follows:

I. PERSONNEL

A. Promotion/Transfers

Michael Kluver

07-01-2024 Promoted to Director of Physical Plant \$90,000.00

04-03-2023 Promoted to Assistant Director of Operations of Physical Plant \$62,500

03-09-2011 Hired HVAC Supervisor of Physical Plant \$50,000.00

Corvin J Smith

07-02-2024 Promoted to Director of Sponsored Programs \$77,490.00

04-01-2024 Promoted to Interim Director of Sponsored Programs \$69,000.00

03-21-2017 Hired as Assistant Director of Sponsored Programs \$55,000.00

B. Retirements

James Skinner

06-30-2024 Physical Plant Director

11-01-2016 Promoted to Director of Physical Plant \$86,000.00

07-01-2016 Promoted to Interim Director of Physical Plant \$76,000.00

05-01-2002 Promoted to Assistant Director of Physical Plant \$45,000.00

07-05-1988 Original Hire Date

C. New Hires

William “Nate” Downs

8-19-2024 Pioneer Event Center Manager - \$53,000.00

Replaced Bryce Wood

Nate previously employed from 2-25-2016 to 7-31-2022 as Director of PCEC

II. FACULTY

A. Change in Status

Dr. Trevor Ellis has been appointed to the Department Chair position in the Department of Chemistry and Physics in the College of Arts and Sciences at Southwestern Oklahoma State University effective July 1, 2024. His salary for the nine-month appointment will be \$88,988.00, which includes the chair stipend of \$3,200.00. His summer chair stipend will be \$400.00.

Dr. Brett Chase has been appointed to the tenure track position as Assistant Professor in the Department of Engineering Technology in the College of Business and Technology at Southwestern Oklahoma State University effective June 24, 2024. His salary for the nine-month appointment will be \$60,660.00. After August 14, 2023, His salary will be \$66,292.00. He will be able to apply for promotion in Fall of 2028, unless approved by the provost to apply at an earlier date. Dr. Chase earned his Doctor of Education from Oklahoma State University.

Dr. Brooke Gildon had been appointed to Director of Academic Programs position as Professor in the Department of Pharmacy Practice in the College of Pharmacy at Southwestern Oklahoma State University effective August 1, 2024. Her salary for the twelve-month appointment will be \$136,461.55, which includes the director stipend of \$17,100.00.

Ms. Teri Stubbs has been appointed to the Health Care Administration Program Director position in addition to her current Health Information Management Instructor position in the Department of Allied Health Sciences in the College of Nursing and Health Professions at Southwestern Oklahoma State University effective August 14, 2024. Her salary for the nine-month appointment will be \$64,151.00.

B. Retirements with Emeritus Status

Dr. Brian Campbell retired from his position as of October 7, 2022.

C. Faculty Hires

Ms. Tia Blanchard has been appointed to the non-tenure track position as Instructor in the Department of Education in the College of Education and Behavioral Sciences at Southwestern Oklahoma State University effective August 14, 2024. Her salary for the nine-month appointment will be \$52,102.00. Ms. Blanchard earned a Master of Education from Southwestern Oklahoma State University.

Dr. Nava Khatri has been appointed to the tenure track position as Assistant Professor in the Department of Chemistry and Physics in the College of Arts and Sciences at Southwestern Oklahoma State University effective August 14, 2024. Your salary for the nine-month appointment will be \$72,308.00. Dr. Khatri earned his Doctor of Philosophy from Texas Tech University.

Ms. Ashley Davis has been appointed to the Surgical Technology Program Director non-tenure track position as Instructor in the Department of Allied Health Sciences in the College of Nursing and Health Professions at Southwestern Oklahoma State University, effective August 14, 2024. Her salary for the nine-month appointment will be \$64,151.00. Ms. Davis earned her Bachelor of Science from Fort Hays University.

Dr. Kendall Sawyer has been appointed to a voluntary Assistant Professor position in the Department of Pharmacy Practice in the College of Pharmacy at Southwestern Oklahoma State University, effective July 22, 2024. She will be involved in precepting College of Pharmacy students in the experiential program. Her appointment will be for twelve months. This is a continuing appointment that automatically renews each year. The practice site is Ascension St. Johnson Medical Center, Tulsa OK. Dr. Sawyer earned a Doctor of Pharmacy from the University of Oklahoma Health Sciences Center.

Dr. Erika Olinger has been appointed to the tenure track position as Assistant Professor in the Department of Education in the College of Education and Behavioral Sciences at Southwestern Oklahoma State University, effective August 14, 2024. Her salary for the nine-month appointment will be \$56,643.00. Dr. Olinger earned her Doctor of Philosophy from Oklahoma State University.

Dr. Rene Fleischbein has been appointed to the tenure track position as Assistant Professor in the Department of Language and Literature in the College of Arts and Sciences at Southwestern Oklahoma State University, effective August 14, 2024. Her salary for the nine-month appointment will be \$54,649.00. Dr. Fleischbein earned her Doctor of Philosophy from the University of Mississippi.

Ms. Michelle Jaluvka has been appointed to the non-tenure track position as Instructor in the Department of Music in the College of Arts and Sciences at Southwestern Oklahoma State University effective August 14, 2024. Her salary for the nine-month appointment will be \$50,000.00. Ms. Jaluvka earned her Master of Music from the University of Oklahoma.

D. Resignations

Bryce Wood

6-30-2024 Pioneer Event Center Director \$57,240.00
 09-12-2022 promoted to Director \$57,240.00
 07-11-2022 promoted to Interim Director \$48,000.00
 11-01-2016 ed as Fine Arts Center Manager \$39,875.00

Dr. Stacey DiPaolo has resigned from her position as of July 26, 2024.

Dr. Marc DiPaolo has resigned from his position as of July 26, 2024.

Mr. Colton Parkinson has resigned from his one-year temporary position as of August 1, 2024.

III. NEPOTISM EXCEPTION

SWOSU requests a waiver of RUSO policy 5.12.2 for Dr. Trevor Ellis and Dr. Shawna Ellis. Dr. Trevor Ellis was recently selected as Chair of the Department of Chemistry and Physics. Subsequently, Dr. Shawna Ellis was hired as an Assistant Professor in the same department. SWOSU will follow RUSO policy in ensuring that performance evaluations and recommendations for compensation, promotion and tenure for Dr. Shawna Ellis will be made by someone other than Dr. Trevor Ellis.

IV. PURCHASE AGENDA

Southwestern Oklahoma State University - Informational Items			
In accordance with board policy 2.3.3, purchases exceeding \$50,000 but not over \$150,000			
Vendor	Description	Budget	Amount
Academic Health Plans Inc	Insurance for Athletes	290 E&G	\$ 150,000.00
Weatherford Hospital Authority	Contract for providing student nursing service on campus	290 E&G	\$ 86,528.04
Hanes Brand	Apparal for Sale at Bookstore	765 Auxillary	\$ 100,000.00

V. GRANTS, CONTRACTS AND COOPERATIVE AGREEMENTS

Since April 3, 2024, the SWOSU Office of Sponsored Programs has received confirmation of **11 grant awards** for a total amount of **\$447,344**. A profile of the awards is presented below.

- A. LSAMP Phase VI \$54,525
The National Science Foundation has awarded the grant, entitled, “*LSAMP Phase VI*” in the amount of \$54,525. The primary function of this award is Academic Service. The principal investigator is **Dr. Andrew Bigley**.
- B. SAGE STEAM Camp request for outreach funds from NIH OK INBRE..... \$5,000
OK-INBRE has awarded the grant, entitled, “*SAGE STEAM Camp request for outreach funds from NIH OK INBRE*” in the amount of \$5,000. The primary function of this award is Community Service. The principal investigator is **Dr. Lisa Appeddu**.

- C. City of Weatherford Hotel/Motel Tax Advisory Committee Grant -- SAGE STEAM @ SWOSU 2024..... \$5,600
The City of Weatherford Hotel/Motel Tax Advisory Commission has awarded the grant, entitled, “*City of Weatherford Hotel/Motel Tax Advisory Committee Grant -- SAGE STEAM @ SWOSU 2024*” in the amount of \$5,600 The primary function of this award is Community Service. The principal investigator is **Dr. Lisa Appeddu**.
- D. Let's Talk About It: Native American Identity From Past to Present..... \$1,500
The Oklahoma Humanities Council has awarded the grant, entitled, “*Let's Talk About It: Native American Identity From Past to Present*” in the amount of \$1,500. The primary function of this award is Community Service. The principal investigator is **Dr. Marc DiPaolo**.
- E. Hunger Free Campus Grant (Year 2)\$33,833
The Oklahoma State Regents for Higher Education has awarded the grant, entitled, “*Hunger Free Campus Grant (Year 2)*” in the amount of \$33,833. The primary function of this award is Institution Support. The principal investigator is **Ms. Susan Ellis**.
- F. The National Cardiovascular Health Program & A Strategic Approach to Advancing Health Equity for Priority Populations with or at risk for Diabetes..... \$250,000
The Oklahoma State Department of Health & the Centers for Disease Control have awarded the grant, entitled, “*The National Cardiovascular Health Program & A Strategic Approach to Advancing Health Equity for Priority Populations with or at risk for Diabetes*” in the amount of \$250,000. The primary function of this award is Community Service. The principal investigator is **Dr. Aimee Henderson**.
- G. Biological characterization of the cytostatic effect of novel Lactate Dehydrogenase inhibitors in MIA PaCa-2 cells (SMaRT)..... \$5,994
OK-INBRE has awarded the grant, entitled, “*Biological characterization of the cytostatic effect of novel Lactate Dehydrogenase inhibitors in MIA PaCa-2 cells (SMaRT)*” in the amount of \$5,994. The primary function of this award is Research. The principal investigator is **Dr. Pragya Sharma**.
- H. Characterization of an aromatic amino acid uptake system in *Streptococcus sanguinis* \$10,000
OK-EPSCoR has awarded the grant, entitled, “*Characterization of an aromatic amino acid uptake system in Streptococcus sanguinis*” in the amount of \$10,000. The primary function of this award is Research. The principal investigator is **Dr. Vijay Somalinga**.
- I. Biochemical and Structural Characterization of SSA_0908, a Type 1 Periplasmic Substrate-Binding Protein from *Streptococcus sanguinis*. \$2,200
OK-INBRE has awarded the grant, entitled, “*Biochemical and Structural Characterization of SSA_0908, a Type 1 Periplasmic Substrate-Binding Protein from Streptococcus sanguinis.*” in the amount of \$2,200. The primary function of this award is Research. The principal investigator is **Dr. Vijay Somalinga**.

- J. Understanding the structure and function of SSA_2154 – A beta-Carbonic Anhydrase from *Streptococcus sanguinis*. (SMaRT)..... \$6,000
OK-INBRE has awarded the grant, entitled, “*Understanding the structure and function of SSA_2154 – A beta-Carbonic Anhydrase from Streptococcus sanguinis. (SMaRT).*” in the amount of \$6,000. The primary function of this award is Research. The principal investigator is **Dr. Vijay Somalinga**.
- K. Socially sustainable solutions for Water, Carbon, and Infrastructure Resilience in Oklahoma – SWOSU..... \$72,692
OK-INBRE has awarded the grant entitled “*Socially Sustainable Solutions for Water, Carbon, and Infrastructure Resilience in Oklahoma - SWOSU.*” in the amount of \$72,692. The primary function of this award is Research. The principal investigator is **Dr. Tim Hubin**.

Respectfully submitted,

A handwritten signature in blue ink that reads "Diana Lovell". The signature is fluid and cursive, with the first name "Diana" and the last name "Lovell" clearly legible.

Diana Lovell
President



UNIVERSITY OF

Central Oklahoma

University of Central Oklahoma

Edmond, Oklahoma

September 6, 2024

Board of Regents Regional University System of Oklahoma
305 NW 5th #407
Oklahoma City, OK 73102

Dear Board Members:

The recommendations of the University of Central Oklahoma are as follows:

I. PERSONNEL

A. Administrative Appointments

College of Fine Arts & Design

Dr. Lori Wooden has been appointed as **Associate Dean of the College of Fine Arts and Design**. Her appointment, effective August 1, 2024, is at an annual salary of \$114,519.52.

Dr. Wooden's degrees are: D.M.A. (1996), Bassoon, University of Wisconsin – Madison, Madison, WI; M.M. (1986), Bassoon, University of Minnesota, Minneapolis, MN; and B.S. (1980), Music Education, St. Cloud State University, St. Cloud, MN.

Her professional experiences include: Assistant Dean (1), Professor (16), Associate Professor (4), and Assistant Professor (5), University of Central Oklahoma, Edmond, OK; Private Studio (24), Edmond, OK; Instructor (16), Interlochen Arts Camp, Interlochen, MI; Instructor (3), Hochstein Music School, Rochester, NY; Instructor (0.5), Hobart and William Smith Colleges, Generva, NY; Instructor (3), Monroe Community College, Rochester, NY; Substitute Teacher (3), Penfield School District, Penfield, NY; Substitute Teacher (3), Brighton School District, Brighton, NY; Instructor (1), University of Wisconsin – Oshkosh, Oshkosh, WI; Instructor (1), Edgewood College, Madison, WI; Coach (6), Wisconsin Youth Symphony Orchestras, Madison, WI; Instructor (3), Sonsheim Music School, Minneapolis, MN; Private Studio (5), Minneapolis, MN; Private Studio (7) Rochester, NY; and Private Studio (3), Madison, WI.

College of Liberal Arts

Dr. Guillermo Martinez Sotelo has been appointed as **Assistant Dean** of the **College of Liberal Arts**. His appointment, effective August 1, 2024, is at an annual salary of \$95,566.96.

Dr. Martinez Sotelo's degrees are: Ph.D. (2013) and M.A. (2008), Spanish, University of Arizona, Tucson, AZ; and B.A. (2006), Literaturas Hispánicas, Universidad de Sonora.

His professional experiences include: Interim Assistant Dean (1), Professor (1), Associate Professor (5), Assistant Professor (5), University of Central Oklahoma, Edmond, OK; Graduate Assistant (6), University of Arizona, Tucson, AZ; Interviewer/Translator (0.5), University of Arizona and Office of the Border Patrol, Tucson, AZ; and Research Assistant (0.5), Department of Spanish and Portuguese, University of Arizona, Tucson, AZ.

Dr. Theresa Vaughan has been appointed as **Associate Dean** of the **College of Liberal Arts**. Her appointment, effective August 1, 2024, is at an annual salary of \$110,122.08.

Dr. Vaughan's degrees are: Ph.D. (1998) and M.A. (1995), Folklore, Indiana University, Bloomington, IN; and B.A. (1990), Anthropology and French, University of Michigan, Ann Arbor, MI.

Her professional experiences include: Interim Associate Dean (1), Assistant Dean (4), Professor (14), Associate Professor (4), Assistant Professor (5), Visiting Instructor/Assistant Professor (1), and Adjunct (1), University of Central Oklahoma, Edmond, OK; Adjunct Instructor (1), University of Oklahoma, Norman, OK; Class Coordinator (2.5), Firehouse Art Center, Norman, OK; Associate Instructor (2), Indiana University, Bloomington, IN; Instructor (1), University of Illinois Urbana-Champaign, Champaign, IL; Research Assistant (1.5) and Laboratory Assistant (4), University of Michigan Medical School, Ann Arbor, MI; Advanced English Instructor (1), Lycée Cézanne, Aix-en-Provence, France; and Science Instructor (5), The Ann Arbor Hands-On Museum, Ann Arbor, MI.

Dr. Nicole Warehime has been appointed as **Assistant Dean** of the **College of Liberal Arts**. Her appointment, effective August 1, 2024, is at an annual salary of \$100,695.96.

Dr. Warehime's degrees are: Ph.D. (2008), Sociology, University of Oklahoma, Norman, OK; and M.A. (2004), Sociology and B.S. (2002) Sociology and Criminal Justice, Oklahoma City University, Oklahoma City, OK.

Her professional experiences include: Interim Assistant Dean (2.5), Interim Professor (1), Associate Professor (5), Assistant Professor (1.5), University of

Central Oklahoma, Edmond, OK; Associate Professor (2.5), Assistant Professor (5), and Adjunct (2), Oklahoma City University, Oklahoma City, OK; Instructor (3), University of Oklahoma, Norman, OK; Consultant (1), U.S. Department of State, Ankara, Turkey; Statistical Analyst (3), Center on Child Abuse and Neglect, Oklahoma City, OK; Statistical Analyst (4), Edith Stein Foundation and Dr. Dominic Pedulla, M.D., Oklahoma City, OK; and Junior Counselor (1), New Directions Half-way House, Oklahoma City, OK.

B. Faculty Appointments

College of Business

Dr. Christopher Slinkard has been appointed as an **Assistant Professor** in the **Department of Accounting**. This is a full-time, tenure-track appointment, effective August 5, 2024.

Dr. Slinkard's degrees are: Ph.D. (2024), Business Administration, Kennesaw State University, Kennesaw, GA; and M.S. (2012), Project Management and B.S. (1997), Accounting, Missouri State University, Springfield, MO.

His professional experiences include: Professional-in-Residence (3), Missouri Southern State University, Joplin, MO; Instructor (5), Missouri State University, Springfield, MO; Project Manager (4) and Adjunct (4), Cowder College, Neosho, MO.

Dr. Slinkard will be paid an annual salary of \$128,700.00.

College of Education and Professional Studies

Ms. Nicole Mercer has been appointed as an **Instructor** in the **Donna Nigh Department of Advanced Professional and Special Services**. This is a full-time, non-tenure track appointment, effective August 5, 2024.

Ms. Mercer's degrees are: M.S. (2004) and B.S. (2002), Speech-Language Pathology, University of Central Oklahoma, Edmond, OK.

Her professional experiences include: Speech-Language Pathologist (1), Quest Pediatric Therapy, Oklahoma City, OK; Speech-Language Pathologist (14), Oklahoma City Public Schools, Oklahoma City, OK; and Instructor (5), University of Central Oklahoma, Edmond, OK.

Ms. Mercer will be paid an annual salary of \$64,127.00.

Dr. Robert Mather has been appointed as a **Professor** in the **Department of Psychology**. This is a full-time, tenured appointment, effective August 5, 2024.

Dr. Mather's degrees are: Ph.D. (2006), Experimental Psychology, Texas Tech University, Lubbock, TX; M.A (2000), Psychology, University of Central Oklahoma, Edmond, OK; and B.A. (1998), Westminster College, Fulton, MO.

His professional experiences include: Chief Executive Officer (3.5), Mather Professional Services, LLC, Edmond, OK; Associate Dean (2), Assistant Dean (2.5), Professor (6), Associate Professor (4), Assistant Professor (4), Lecturer (1.5), University of Central Oklahoma, Edmond, OK; Lecturer (1), University of Texas at Dallas, Richardson, TX; Graduate Part-time Instructor (1) and Graduate Research Assistant (2), Texas Tech University, Lubbock, TX; and Adjunct (0.5), Rose State College, Midwest City, OK.

Dr. Mather will be paid an annual salary of \$92,047.00.

College of Liberal Arts

Dr. Corey Ellithorpe has been appointed as an **Assistant Professor** in the **Department of Humanities and Philosophy**. This is a full-time, tenure-track appointment, effective August 5, 2024.

Dr. Ellithorpe's degrees are: Ph.D. (2017), Ancient History, University of North Carolina at Chapel Hill, Chapel Hill, NC; M.A. (2012), Classics, University of Arizona, Tucson, AZ; and B.A. (2009), Classics and History, State University of New York at Albany, Albany, NY.

His professional experiences include: Visiting Assistant Professor (1), University of South Florida, Tampa, FL; Visiting Assistant Professor (4), University of North Carolina at Wilmington, Wilmington, NC; Visiting Assistant Professor (2), William Peace University, Raleigh, NC; Teaching Assistant (3), University of North Carolina at Chapel Hill, Chapel Hill, NC; Peer-Reviewer (1), U.S. Fulbright Commission; and Classical Studies Manuscript Reviewer (1), Oxford University Press, Oxford, United Kingdom.

Dr. Ellithorpe will be paid an annual salary of \$62,980.15.

Ms. Melissa Seaton has been appointed as a **Lecturer** in the **Department of Mass Communication**. This is a full-time, non-tenure track appointment, effective August 5, 2024.

Ms. Seaton's degrees are: M.Ed. (2021), Media Education, University of Central Oklahoma, Edmond, OK; and B.A. (2014), Communication, University of Maryland, College Park, MD.

Her professional experiences include: Temporary Lecturer (1), University of Central Oklahoma, Edmond, OK; Radio News Anchor (3), KTSA, San Antonio, TX; and Broadcast Journalist (9), U.S. Air Force.

Ms. Seaton will be paid an annual salary of \$40,000.00.

Forensic Science Institute

Mr. Craig Ackley has been appointed as a **Visiting Scholar** in the **Forensic Science Institute**. This is a part-time, temporary, non-tenure track appointment, effective August 1, 2024.

Mr. Ackley's degrees are: M.S. (2007), General Psychology, Capella University, Minneapolis, MN; and B.S. (1988), Troy University, Troy, AL.

His professional experiences include: Consultant (15), Behavior Analysis, Litigation Support Specialist, and Cold Case Support Services, Wake Forest, NC; Supervisory Special Agent (6), FBI Academy, Quantico, VA; FBI Special Agent (5), Wilmington, NC; Special Agent (5), Air Force Office of Special Investigations, United States Air Force.

Mr. Ackley will receive no monetary compensation.

C. Temporary Faculty Appointments

1) Visiting Assistant Professor

College of Business

Dr. Russell Evans	Information Systems and Operations Management
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College of Fine Arts and Design

Dr. Dan Li	Art
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College of Liberal Arts

Dr. Kayvan Shakoury	English
Dr. Vincent Jacobson	Humanities and Philosophy
Dr. Charles Perkins	Humanities and Philosophy

College of Mathematics and Science

Dr. Julie Fomenko	Nursing
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College of Mathematics and Science

Dr. Katharine Goodenough	Biology
Dr. Phillip Coghill	Chemistry
Dr. Pamela New	Chemistry

Dr. Michael Bihn	Computer Science
Dr. Mahmoud Alomari	Engineering
Dr. Brenden Balch	Mathematics and Statistics
Dr. Vikram Singh	Mathematics and Statistics

2) Visiting Instructor

College of Mathematics and Science

Mr. Michael Bockus	Computer Science
Mr. Thomas Chen	Computer Science

3) Artist-in-Residence

College of Fine Arts and Design

Mr. Andrew Hopkins	Academy of Contemporary Music
Mr. Kevin Lively	Academy of Contemporary Music
Mr. Nicholas Poss	Academy of Contemporary Music
Mr. Alexander Mickelthwate	Music

4) Practitioner-in-Residence

College of Mathematics and Science

Ms. Maryanne Jayamane	Funeral Service
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5) Temporary Lecturer

College of Liberal Arts

Ms. Danielle Karim	Humanities and Philosophy
Ms. Jennifer White	Mass Communication

College of Mathematics and Science

Ms. Rebecca Osborn	Nursing
Ms. Andrea Root	Nursing
Ms. Terri Smith	Nursing

D. Resignations

Dr. Robert Brennan, Associate Dean in the **College of Mathematics and Science**, has resigned his position, effective August 2, 2024. Dr. Brennan has served the University of Central Oklahoma in a full-time capacity since 2009.

Dr. Cynthia Johnson, Assistant Professor in the **Department of English**, has resigned her position, effective June 13, 2024. Dr. Johnson has served the

University of Central Oklahoma in a full-time capacity since 2019.

Dr. Timothy Petete, Professor in the **Department of English**, has resigned his position, effective July 24, 2024. Dr. Petete has served the University of Central Oklahoma in a full-time capacity since 2007.

Dr. Nikki Seagraves, Associate Professor in the **Department of Biology**, has resigned her position, effective May 14, 2024. Dr. Seagraves has served the University of Central Oklahoma in a full-time capacity since 2013.

E. Nepotism Waiver

Pursuant to RUSO policy (Section 5.12), UCO President Todd G. Lamb has approved a nepotism waiver for Dr. Pamela New, whose appointment as a Visiting Assistant Professor in the Department of Chemistry in the College of Liberal Arts will be effective August 5, 2024. Dr. New is the spouse of Dr. Dallas New, the current Chemistry Department Chair in the College of Mathematics and Science. The Dean of the College of Mathematics and Science, Dr. Gloria Caddell, will perform all supervisory responsibilities for Dr. Pamela New as per RUSO policy.

II. GRANTS AND CONTRACTS

Following are the new contracts that have been awarded since the last Board Letter:

May 2024

INBRE Release Time Fall FY24 - Chooback, \$11,822

National Institutes of Health

August 1, 2024 – December 31, 2024

Lillian Chooback, College of Math and Science

The purpose of this grant is to identify inhibitors of the enzyme dihydrodipicolinate synthase as candidates for drug design.

INBRE SURP FY25 - Khandaker, \$2,200

National Institutes of Health

May 15, 2024 – August 30, 2024

Morshed Khandaker, College of Math and Science

Dr. Khandaker will mentor one student. This grant will fund the supplies needed for the student's research.

INBRE SURP FY25 - Kotturi, \$4,400

National Institutes of Health

May 15, 2024 – August 30, 2024

Hari Kotturi, College of Math and Science

Dr. Kotturi will mentor two students. This grant will fund the supplies needed for each students' research.

INBRE SURP FY25 - FU, \$2,200

National Institutes of Health

May 15, 2024 – August 30, 2024

Jicheng FU, College of Math and Science

Dr. Fu will mentor one student. This grant will fund the supplies needed for the student's research.

INBRE Trauma Brain Injury Detect, \$101,014

National Institutes of Health

May 1, 2024 – February 28, 2025

Nesreen Alsou, College of Math and Science

This additional funding and extension of grant will continue funding research in developing a portable low-cost microwave imaging system to detect and prevent neural tissue damage caused by microbubble-associated cavitation damage during traumatic brain injuries.

INBRE Program Coordinator – M. Vaughan, \$47,300

National Institutes of Health

May 1, 2024 – February 28, 2025

Melville Vaughan, College of Math and Science

This additional funding and extension of grant will continue enabling Dr. Vaughan to serve as the OK-INBRE Program Coordinator for 2024-2025 and help support his INBRE-related research.

INBRE Mini - Kotturi, \$28,284

National Institutes of Health

May 1, 2024 – February 28, 2025

Hari Kotturi, College of Math and Science

CFDA#: 93.859

This additional funding and extension of grant will continue research of bacteriophages as a solution for controlling foodborne pathogens. This project helps gain a better understanding of microbial communities that contribute to the spoilage of meat while protecting food supply from foodborne pathogens.

INBRE Collaborative - Khandaker, \$58,872

National Institutes of Health

May 1, 2024 – February 28, 2025

Morshed Khandaker, College of Math and Science

CFDA#: 93.859

This additional funding and extension of grant will continue the project to determine if an interlocked intramedullary nail would remain stable during twelve weeks of simulated gait in a segmentally defected rabbit tibia. MicroCT and histology analysis will be conducted for the in vivo evaluation. This grant will aid in Orthopedic research studies.

June 2024

NEXUS Project for Emergent Bilinguals, \$600,000

U.S. Department of Education

September 1, 2024 – August 31, 2025

April Haulman, Curriculum and Instruction

CFDA#: 84.365Z

This additional funding and extension of grant will be used to improve the educational services for English Learners (EL) by providing funding for teacher professional development, language and literacy programs for EL students and parents, increased diversity and equity trainings for school administrators, and more.

UCO Gear Up Connect, \$873,600

U.S. Department of Education

October 1, 2024 – September 30, 2025

Barry Lofton, Enrollment Management

CFDA#: 84.334A

This additional funding and extension of grant will continue allowing the University of Central Oklahoma to serve 1092 low-income students from high-poverty, low-performing urban middle schools and high schools. The objective is to increase the academic performance and preparation for postsecondary education, increase the rate of high school graduation and participation in secondary education, and increase student and family knowledge of postsecondary education options, preparation, and financing.

DEQ – Wasted Food Management, \$7,938

Oklahoma Department of Environmental Quality

July 1, 2024 – June 30, 2025

Lauren Bieri, Photographic Services

The objective of this grant is to gain understanding of existing food recovery infrastructure in Oklahoma and support efforts to redirect edible food to people experiencing food insecurity. This can be done by diverting food from landfills by feeding animals or composting. The goal is to feed people and not landfills.

Early Settlement – PROS, \$89,740

Administrative Office of the Oklahoma Courts

July 1, 2024 – June 30, 2025

Bryan Duke, College of Education and Professional Studies

The purpose of these funds is to provide school-based peer mediation services to Oklahoma schools and staff.

July 2024

Oklahoma LSAMP Phase VI, \$30,000

Oklahoma State University

August 1, 2019 – July 31, 2025

Greg Wilson, Office of Research and Sponsored Programs

CFDA#: 47.076

This additional funding and extension of grant will continue to provide underrepresented minority students in Science, Technology, Engineering and Mathematics fields with opportunities to conduct research, present research findings at regional and national conferences, as well as engage in international research experiences.

UCO Behavior Consultation, \$160,177

Oklahoma State Department of Education

July 1, 2024 – June 30, 2025

Scott Singleton, College of Education and Professional Studies

The additional funding and extension of grant will continue to enable Behavior Analysis graduate students from UCO to conduct behavior consultation services for Oklahoma public schools.

Data-Driven-Approaches – Post Traumatic Epilepsy, \$109,006

U.S. Department of Defense

June 1, 2024 – May 31, 2027

Zheng Han, College of Math and Science

CFDA#: 12.420

This grant seeks to revolutionize epilepsy risk monitoring and treatment for Traumatic Brain Injury (TBI) patients, especially veterans, through the use of Electronic Health Record (EHR) data and machine learning. By leveraging these technologies, healthcare providers can achieve early diagnosis, personalized interventions, and improved outcome for individuals with post-traumatic epilepsy.

UCO McNair Scholars Program, \$260,913

U.S. Department of Education

October 1, 2024 – September 30, 2025

Barry Lofton, Enrollment Management

CFDA#: 84.217A

Continued funding and extension of this grant will provide research opportunities, graduate school preparation, and other scholarly activities to 25 UCO undergraduate students who are first-generation, low-income, and/or from underrepresented groups to prepare them for advanced degrees.

SSS - STRIVE, \$242,771

U.S. Department of Education

September 1, 2024 – August 31, 2025

Barry Lofton, Enrollment Management

CFDA#: 84.042A

Continued funding and extension of this grant will foster an institutional climate that supports the success of 140 university students who are limited English proficient, students from groups that are historically underrepresented in

postsecondary education, students with disabilities, students who are homeless, students who are in foster care or are aging out of the foster care system, and other disconnected students. Participants will receive individualized coaching services.

SSS - SALUTE, \$272,364

U.S. Department of Education

September 1, 2024 – August 31, 2025

Barry Lofton, Enrollment Management

CFDA#: 84.042A

Continued funding and extension of this grant will serve 120 student veterans enrolled at the university who are low-income, first-generation, and/or students with disabilities. Participants will receive individualized coaching services, financial aid advising, FAFSA one-on-one assistance, financial economic literacy workshops, tutoring, near-peer mentoring, study skills workshops, graduate prep curriculum, research opportunities, cultural events, and grant aid.

SSS - Teach, \$272,364

U.S. Department of Education

September 1, 2024 – August 31, 2025

Barry Lofton, Enrollment Management

CFDA#: 84.042A

Continued funding and extension of this grant will serve 140 students enrolled at the university who are low-income, first-generation, and/or students with disabilities majoring in Education. Participants will receive individualized coaching services.

SSS - TEAM, \$272,364

U.S. Department of Education

September 1, 2024 – August 31, 2025

Barry Lofton, Enrollment Management

CFDA#: 84.042A

Continued funding and extension of this grant will serve 100 students with disabilities enrolled at the university who are also low-income and/or first-generation employing individualized college coaching in addition to employing evidence-based interventions and tools that address the non-cognitive challenges of students with disabilities.

SSS - LAMETA, \$272,364

U.S. Department of Education

September 1, 2024 – August 31, 2025

Barry Lofton, Enrollment Management

CFDA#: 84.042A

Continued funding and extension of this grant will serve 140 students enrolled at the university who are low-income, first-generation, and/or students with disabilities for whom English is a Second Language. This program will utilize a

holistic coaching model of individualized learning plans and non-cognitive evidence-based interventions to create pathways for successful progression and completion.

SSS - GEN STEM, \$272,364
U.S. Department of Education
September 1, 2024 – August 31, 2025
Barry Lofton, Enrollment Management
CFDA#: 84.042A

Continued funding and extension of this grant will serve 120 students enrolled at the university who are low-income, first-generation, and/or students with disabilities who are majoring in a STEM or Health Sciences field. Participants will receive individualized advising, financial aid advising, FAFSA one-on-one assistance, financial/economic literacy workshops, tutoring, near-peer mentoring, study skills workshops, graduate prep curriculum, research opportunities, cultural events, and grant aid.

Upward Bound Central Prep, \$378,920
U.S. Department of Education
September 1, 2024 – August 31, 2025
Barry Lofton, Enrollment Management
CFDA#: 84.047A

Continued funding and extension of this grant will provide high impact support services to ensure the academic success of 75 low-income students from high-poverty, low-performing urban high schools in the OKC-MSA.

Upward Bound Math and Science, \$309,505
U.S. Department of Education
October 1, 2024 – September 30, 2025
Barry Lofton, Enrollment Management
CFDA#: 84.047M

Continued funding and extension of grant will provide services to 62 low-income students from urban high schools in the Oklahoma City metropolitan area. The program is designed to help students recognize and develop their potential to excel in math and science, to encourage them to pursue postsecondary degrees in math and science, and, ultimately, careers in the math and science profession.

Veterans Upward Bound – STARS, \$299,038
U.S. Department of Education
September 1, 2024 – August 31, 2025
Barry Lofton, Enrollment Management
CFDA#: 84.047V

Continued funding and extension of grant will serve 125 low-income, first-generation veterans who are at high risk for academic failure from two targeted counties (Tulsa County and Muskogee County) in Oklahoma. The program will provide eligible veterans with the services necessary to prepare, motivate, and

assist them in development of the academic and life skills necessary for acceptance to and success in a program of postsecondary education.

Veterans Upward Bound – STRIPES, \$309,505

U.S. Department of Education

September 1, 2024 – August 31, 2025

Barry Lofton, Enrollment Management

CFDA#: 84.047V

Continued funding and extension of grant will serve 125 low-income, first-generation veterans who are at high risk for academic failure from six targeted counties (Caddo, Comanche, Garfield, Logan, Oklahoma, and Pottawatomie) in Oklahoma. The program will provide eligible veterans with the services necessary to prepare, motivate, and assist them in developing the academic and life skills necessary for acceptance to and success in a program of postsecondary education.

UCO EOC Career and Academic Readiness for Educational Success, \$274,070

U.S. Department of Education

September 1, 2024 – August 31, 2025

Barry Lofton, Enrollment Management

CFDA#: 84.066A

Continued funding and extension of grant will provide high impact support services to ensure the success of 1,000 low-income and first-generation adults from secondary completion to post-secondary enrollment by establishing strong partnerships with social services agencies, career technology centers, community colleges, universities, and military installations in the Oklahoma City metropolitan area.

II. PURCHASES FOR APPROVAL

- A. Griffin Media, digital advertising campaign for the academic year.
Source: E&G.....\$465,750
- B. Northwest Lawn Maintenance Inc., campus landscaping. Year 1 of 5-year agreement. \$400,000 per year.
Source: Facility Fees.....\$2,000,000
- C. ISOA LLS, international student accident and sickness insurance for FY25. Year 4 of 5-year agreement.
Source: E&G.....\$512,443
- D. Desire2Learn (D2L Learning Management), learning management annual software licensing and support. Year 2 of 6-year agreement.
Source: E&G..... \$405,608

- E. Patco Electrical Services Inc., electrical services including installation and maintenance needs for campus locations. Year 1 of 5-year agreement, FY25, \$355,000.
Source: E&G.....\$1,775,483

III. INFORMATIONAL ITEMS FROM PURCHASING

- A. Carnegie Centre LLC., leasing of Carnegie for classroom space. Term: July 1, 2024 – December 31, 2024.
Source: E&G.....\$69,457
- B. Johnson Controls Inc., fire & safety services for FY25.
Source: Auxiliary\$50,845
- C. Dell Marketing LP., annual renewal for enterprise licensing agreement for Adobe products. Year 2 of 3-year agreement.
Source: E&G.....\$72,664
- D. Workspace Solutions LLC., library furniture and installation.
Source: Library Fee.....\$63,531
- E. Chickasaw Telecom Inc., Abnormal Email security platform.
Source: Technology Fee.....\$101,435
- F. Transact Campus Inc., point-of-sale (POS) card reader and replacements.
Source: Technology Fee\$81,948
- G. Carahsoft Technology Corp., Google cloud platform (GCP) solution 12-month subscription.
Source: Technology Fee..... \$149,001
- H. Macco Promotions Inc., promotional recruitment items.
Source: E&G, Auxiliary.....\$116,298
- I. Overland Charters, sports team transportation.
Source: Athletics Fee.....\$119,096
- J. Overland Charters, sports team post-season transportation.
Source: Athletics.....\$95,759
- K. Bloomberg LP., Bloomberg media subscription for FY25.
Source: E&G.....\$79,740
- L. TK Elevator Corporation., elevator maintenance. Year 3 of 5-year agreement.
Source: E&G\$58,976

- M.** The Hanover Research Council LLC., professional services for grant development.
Source: E&G\$50,000
- N.** Firetrol Protection Systems, Inc., fire and safety protection at various campus locations for the academic year.
Source: Auxiliary\$57,011
- O.** Petroleum Traders Corporation., bulk fuel for physical plant tank
Source: E&G\$50,000
- P.** HES Intermediate Holdings LLC., custodial services consumables.
Source: E&G\$50,000
- Q.** Softchoice Inc., Microsoft professional services package.
Source: Technology Fee.....\$58,094

Respectfully,

Todd G. Lamb
President



OFFICE OF THE PRESIDENT

Danley Hall, Suite 204

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

August 23, 2024

Regional University System of Oklahoma
305 NW 5th #407
Oklahoma City, OK 73102

Dear Chair McDermott and Members of the Board:

The recommendations of East Central University are as follows:

1 PERSONNEL

1.1 FACULTY APPOINTMENTS

- **Narcisco Arguelles**
 - Mr. Arguelles has been appointed to a tenure-track, Assistant Professor position in the Department of Art + Design: Media + Communication, effective August 14, 2024. Mr. Arguelles' annual salary will be \$50,000 for a ten-month period. Her is replacing Anne Yoncha.
 - Mr. Arguelles holds a BA in Studio Art (1992) and an MFA in Studio Art from the University of California (1998). Furthermore, he is a certified teacher in the State of Oklahoma.
- **Dr. Ying-Chih Sun**
 - Dr. Sun has been appointed to a tenure-track, Assistant Professor position in the Department of Business Administration, effective August 14, 2024. Dr. Sun's annual salary will be \$82,000 for a ten-month period. He is replacing Dr. Hongkai Zhang.
 - Dr. Sun holds a BA in International Trade from Tamkang University (2003), an MBA in Applied Economics from National Taiwan Ocean University (2005), an MS in Economics from Texas A&M University (2010), an MS in Economics from the University of Buffalo (2018), and a PhD in Information Systems and Engineering Management (ISEM) from Harrisburg University of Science and Technology (2023).
- **Dr. Ahmed Chaudhry**
 - Dr. Chaudhry has been appointed to a tenure-track, Assistant Professor position in the Department of Business Administration, effective August 14, 2024. Dr. Chaudhry's annual salary is \$82,500. He is replacing Dr. Jim Rauch.

- Dr. Chaudhry holds a BSc in Economics from Government College University (2015), an M.Phil. in Applied Economics from Forman Christian College University (2017), and a Ph.D. in Economics from the University of Oklahoma (2024).

1.2 CHANGE IN TITLE

- **Dr. Jason Prather**
 - Dr. Prather, Interim Dean of Graduate Studies, has been appointed to Dean of Graduate Studies, effective July 1, 2024. Dr. Prather will retain his current academic rank of Professor with tenure in the Kinesiology Department. His annual salary for a 12-month appointment will be \$95,026. Dr. Prather has been employed at ECU since 2001.
- **Dr. Nick Stowers**
 - Dr. Stowers, Interim Chair and Assistant Professor in the Kinesiology Department, has been appointed Chair, effective July 1, 2024. Dr. Stowers will retain his current academic rank as Associate Professor with tenure. His salary for a 12-month appointment will be \$67,152, which includes a \$2,400 chair stipend. Dr. Stowers has been employed at ECU since 2016.
- **Nick Buckley**
 - Mr. Buckley, Dean of Students, has been appointed to Assistant Vice President for Student Affairs / Dean of Students effective July 1, 2024. His annual salary is \$90,000. Mr. Buckley has been employed at ECU since 2020.
- **Dr. Mark Walling**
 - Dr. Walling, Professor, has been appointed Interim Dean of the College of Liberal Arts & Social Sciences, effective June 3, 2024. Dr. Walling will retain his current academic rank of Professor with tenure. His salary for a 12-month appointment is \$105,000. Dr. Walling has been employed with ECU since 1987.

1.3 RESIGNATIONS

- **Dr. Kate Lang**
 - Dr. Lang, Dean of the College of Liberal Arts & Social Sciences, has submitted her resignation effective June 14, 2024. Dr. Lang began employment at ECU in 2017.
- **Jamie Worthley**
 - Ms. Worthley, Instructor in the Department of English & Languages, has submitted her resignation effective August 1, 2024. Ms. Worthley began employment at ECU in 2019.

2 REQUESTS FOR CONTRACTS

None to report at this time.

3 GRANTS

None to report at this time.

4 PURCHASES

4.1 THE FOLLOWING PURCHASES ARE PRESENTED AS INFORMATIONAL ITEMS IN ACCORDANCE WITH *BOARD POLICY 2.3.3*, OVER \$50,000 AND UNDER \$150,000:

- **Johnson Controls**
 - Replace rooftop A/C unit(s) on the Hallie Brown Ford Fine Arts Center
 - Source: *AUX* \$117,494.75
- **Oklahoma State Regents for Higher Education**
 - OneNet Services
 - Source: *E&G* \$56,254.40
 - Source: *AUX* \$13,014.00
- **Softdocs/Etrieve**
 - Cloud subscription, year 2 of 5 with database replication
 - Source: *E&G* \$66,907.77

4.2 WE REQUEST APPROVAL TO MAKE THE FOLLOWING PURCHASES IN ACCORDANCE WITH *BOARD POLICY*, OVER \$150,000:

- CBTS for Information Technology Infrastructure upgrade to replace our 14-year-old infrastructure to improve our security posture, enhance performance, and ensure business continuity. This project will include the purchase of 5 servers, a storage array, 2 SAN switches, VMWare licensing, and consulting services for Server and Storage Setup and Migration.
 - Amount: \$290,762.00
 - Source: *730 AUX*
 - Vendor: Omni Partners Contract
- Marcis & Assoc. for custodial services, labor, management, supplies, and materials per contract #230103.
 - Amount: \$1,026,00.00
 - Source: *E &G* (\$996,000.00)
 - Source: *AUX* (\$30,000.00)

5 RATIFICATION

ECU recommends ratification of emergency approval granted by Regent McDermott on August 9, 2024, to allow our food service partner, Chartwells, to sell beer and wine under clearly established protocols at ECU athletic events for the 2024 football season. Chartwells will obtain an appropriate license to sell beer and wine or partner with a commercial entity with a license to sell it under Oklahoma Statutes and Oklahoma ABLE Commission Rules.

Respectfully submitted,



Wendell L. Godwin
President